



625 Burnell Street, Napa CA 94559

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

AGENDA

Wednesday, December 17, 2014
1:30 PM

NCTPA/NVTA Conference Room
625 Burnell Street
Napa CA 94559

General Information

All materials relating to an agenda item for an open session of a regular meeting of the NCTPA Board of Directors are posted on our website at www.nctpa.net/agendas-minutes/12 at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NCTPA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for NCTPA holidays. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NCTPA Board or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

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

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

This Agenda may also be viewed online by visiting the NCTPA website at www.nctpa.net, click on Minutes and Agendas – NCTPA Board or go to www.nctpa.net/agendas-minutes/12

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

ITEMS

- 1. Call to Order – Chair John F. Dunbar
- 2. Pledge of Allegiance
- 3. Roll Call

Members:

Joan Bennett	City of American Canyon
Leon Garcia, Mayor	City of American Canyon
Chris Canning, Mayor	City of Calistoga
James Barnes	City of Calistoga
Scott Sedgley	City of Napa
Jill Techel, Mayor	City of Napa
Keith Caldwell	County of Napa
Bill Dodd	County of Napa
Ann Nevero, Mayor	City of St. Helena
Peter White	City of St. Helena
Lewis Chilton	Town of Yountville
John F. Dunbar, Mayor	Town of Yountville
Beth Kahiga	Paratransit Coordinating Council

- 4. Public Comment
- 5. Chairperson’s, Board Members’ and Metropolitan Transportation Commission (MTC) Commissioner’s Update
- 6. Director’s Update
- 7. Caltrans’ Update

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

8.	<u>PRESENTATIONS</u>	<u>RECOMMENDATION</u>	<u>TIME</u>
8.1	Bill Dodd will be presented with a plaque in recognition of his years of service as an NCTPA Board Member representing the County of Napa.	INFORMATION	1:45 PM
8.2	Ann Nevero will be presented with a plaque in recognition of her years of service as an NCTPA Board Member representing the City of St. Helena.	INFORMATION	1:55 PM

9. CONSENT ITEMS (9.1 – 9.9)

RECOMMENDATION

TIME

9.1 Approval of Meeting Minutes of November 19, 2014 (Karrie Sanderlin) *(Pages 10-16)*

APPROVE

2:00 PM

9.2 Resolution No. 14-26 Setting the Regular Meeting Time, Place, and Schedule of the Napa County Transportation and Planning Agency (NCTPA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the VINE Consumer Advisory Committee (VCAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2015 (Karrie Sanderlin) *(Pages 17-27)*

APPROVE

Board action will approve Resolution No. 14-26 setting the regular meeting time, place, and schedule of the NCTPA, TAC, PCC, VCAC, and ATAC for Calendar Year (CY) 2015.

9.3 Approval of Rental Agreement No. 2014-24 with the Napa Valley Exposition (Tom Roberts) *(Pages 28-36)*

APPROVE

Board action will authorize the Executive Director to negotiate and execute Rental Agreement No. 2014-24 for the parking of NCTPA vehicles at the Napa Valley Exposition for a period of six (6) months in an amount not to exceed \$12,000.

- 9.4 Award of Fueling Services Agreement No. 14-18 to Clean Energy Corp; Agreement No. 14-19 to Hunt & Sons, Inc.; and Agreement No. 14-20 to Napa Valley Petroleum (Antonio Onorato) *(Pages 37-186)* APPROVE

Board action authorize the Executive Director to execute fueling services contracts with Clean Energy Corporation; Hunt & Sons, Inc.; and Napa Valley Petroleum.

- 9.5 Active Transportation Advisory Committee (ATAC) Member Appointment (Diana Meehan) *(Pages 187-193)*

Board action will approve the appointment of James Eales to ATAC as representative for the Town of Yountville.

- 9.6 Removal and Disposal of Fifteen (15) Vehicles from NCTPA's Fixed Assets (Tom Roberts) *(Pages 194-196)* APPROVE

Board action will approve the removal of fifteen (15) vehicles from the fixed asset inventory and dispose of the assets according to NCTPA policy.

- 9.7 Q'POD Restraint System (Tom Roberts) *(Pages 197-207)* APPROVE

Board action will authorize the Executive Director to enter into an agreement with Complete Coach Works to purchase and retrofit the wheelchair securement devices on 13 VINE buses at a cost not to exceed \$174,000.

- 9.8 Amendment No. 1 to Work Authorization P001 Agreement No. 12-23 with Kimley-Horn and Associates and Approval of Resolution No. 14-27 Increasing the Budget Appropriation for the Congestion Management Agency (Antonio Onorato) *(Pages 208-215)*

APPROVE

Board action will approve (1) Amendment No. 1 to Work Authorization No. 1 to Agreement No. 12-23 with Kimley-Horn and Associates Inc. in an amount not to exceed \$93,550 and to extend the period of performance until December 31, 2015 for work associated with the Transit Maintenance Yard and Fueling Feasibility Study; and (2) Resolution No. 14-27 increasing the budget appropriation by \$93,550 in professional fees to complete proposed scope of services in the work authorization.

- 9.9 Approval to Establish December 26, 2014 as a Holiday (Karrie Sanderlin) *(Pages 216-217)*

APPROVE

Board action will approve establishing Friday December 26, 2014 as an observed holiday.

10. PUBLIC HEARING

RECOMMENDATION

TIME

10.1 Public Hearing and Approval of Resolution No. 14-28 for the Funding of Operation and Mobility Management Services under Federal Transit Administration (FTA) 5310 Grant Application (Tom Roberts) *(Pages 218-226)*

APPROVE

2:10 PM

Board (1) Hold a Public Hearing; and (2) approve Resolution No. 14-28 finding that no non-profit agency or organization present or in writing expressed an interest in providing operation and mobility management services as indicated in NCTPA's FTA Section 5310 grant application for transportation for elderly and disabled individuals; and (3) authorize the Executive Director to submit a federal 5310 grant application in the amount of \$300,000 and sign the Caltrans agreement related to the FTA Section 5310 program seeking grant funding for these services.

11. REGULAR AGENDA ITEMS

RECOMMENDATION

TIME

11.1 Travel Behavior Study (Danielle Schmitz) *(Pages 227-230)*

APPROVE

2:30 PM

The Board will receive, accept and file the Napa County Travel Behavior Study Report

11.2 NCTPA First Quarter FY 2014-15 Budget and 5 Year Forecast (Justin Paniagua) *(Pages 231-236)*

INFORMATION

2:50 PM

The Board will review the NCTPA financial performance against budget for the first quarter (July-September) period and 5 year forecast model.

11.3 Legislative Update and State Bill Matrix (Kate Miller) (*Pages 237-244*)

INFORMATION 3:10 PM

The Board will receive the monthly Federal and State Legislative Update.

12. FUTURE AGENDA ITEMS

13. CLOSED SESSION

TIME

12.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
(Government Code Section 54956.8)

3:20 PM

Property: APN 046-370-024-000
Agency Negotiator: Kate Miller, Executive Director
Negotiating Parties: Joe Carter, Boca Company
Under Negotiation: Price and terms of payment

12.3 **CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)**

Agency Designated Representative:
John F. Dunbar, Chairman

Employee: Executive Director

14. ADJOURNMENT

RECOMMENDATION

4:00 PM

13.1 Approval of Regular Meeting Date of January 21, 2015 and Adjournment

APPROVE

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NCTPA offices, 625 Burnell Street, Napa, CA, by 5:00 p.m., Friday December 12, 2014.

Karalyn E. Sanderlin, NCTPA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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



625 Burnell Street, Napa CA 94559

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

MINUTES

Wednesday, November 19, 2014

ITEMS

1. Call to Order

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

2. Pledge of Allegiance

Chair Dunbar led the salute to the flag.

3. Roll Call

Members Present:

Voting Power

Joan Bennett	City of American Canyon	(2)
Leon Garcia	City of American Canyon	(2)
James Barnes	City of Calistoga	(1)
Scott Sedgley	City of Napa	(5)
Jill Techel	City of Napa	(5)
Keith Caldwell	County of Napa	(2)
Ann Nevero	City of St. Helena	(1)
Peter White	City of St. Helena	(1)
Lewis Chilton	Town of Yountville	(1)
John Dunbar	Town of Yountville	(1)

Members Absent: None

Chris Canning	City of Calistoga	(1)
Bill Dodd	County of Napa	(2)

Non-Voting Member Absent:

Beth Kahiga	Paratransit Coordinating Council	(0)
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4. Public Comment

None

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

No Updates Given

6. Director's Update

Kate Miller, Executive Director

Reported that system wide ridership on VINE transit system for the July – September 2014 quarter is up 26% over the same period last year (July - September 2013).

Announced the VINE will again offer free rides in exchange for a canned food contribution between November 17 and November 21st.

Provided a brief summary of the transportation and infrastructure ballot measures that passed nationwide. The \$7.1 billion statewide water obligation bond passed. Locally, that the transportation measure in Alameda County - Measure BB – passed, doubling the sales tax to 1% through 2045.

7. Caltrans' Update

Kelly Hirschberg, Caltrans, provided an update on the status of various projects located throughout the County.

8. PRESENTATIONS

8.1 Soscol Junction Improvement Project (Pages 10-14)

Caltrans staff provided a presentation on the Soscol Junction Improvement Project.

Public Comment was provided by the following individuals:

Mike Costanzo, Napa County Bicycle Coalition, encouraged Caltrans to include a complete streets mitigation plan in the proposed project that includes a bicycle lane as currently outlined in the Countywide Bike Plan. Additionally, the proposed project should include some funding for completing the Vine Trail alternative project. Further Mr. Costanzo encouraged the Board to support the mitigation plan that will include bicycle lanes in this project.

Chuck McMinn, Vine Trail Coalition, stated that at the October 15th Board meeting he provided a map describing a mitigation plan measure that would include mitigation as part of the Soscol Junction project to fund Class 1 facility adjacent to State Route 29 (SR29) in the Gateway Corridor Improvement Plan Study project.

8.2 Clipper Card Demonstration

Staff from the Metropolitan Transportation Commission provided a presentation on the Clipper Card Program.

9. CONSENT ITEMS (9.1 – 9.9)

At the request of Chair Dunbar, Item 9.6 was pulled from Consent for further discussion.

MOTION MOVED by **CHILTON** **SECONDED** by **NEVERO** to **APPROVE** Consent Items 9.1-9.5 and 9.7-9.9. **Motion Passed 21-0.**

9.1 Approval of Meeting Minutes of October 15, 2014

9.2 Resolution No. 14-21 Amending Appendix A to the NCTPA Conflict of Interest Code the

Board action approved Resolution No. 14-21 amending Appendix A to the NCTPA's Conflict of Interest Code.

9.3 Resolution No. 14-22 Establishing Parking Violation Fees on Transit Facility Properties Based Upon City of Napa Parking Enforcement and Violation Fee Structure

Board action approved Resolution No. 14-22 establishing penalties and fines for parking violations on NCTPA transit facilities per City of Napa's parking enforcement and violation fee structure.

9.4 Resolution No. 14-23 Authorizing the Executive Director to Execute Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for FY 2014-15 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program

Board action approved Resolution No. 14-23 authorizing the Executive Director to Execute Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for FY 2014-15 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of \$69,000.

9.5 Resolution No. 14-24 Approving the FY 2014-15 Salary Ranges for Napa County Transportation and Planning Agency (NCTPA) Job Classifications

Board action approved amended Resolution No. 14-24 (as provided in the meeting handout packet) approving the FY 2014-15 Salary Ranges for NCTPA Job Classifications based upon the Bay Area Consumer Price Index (CPI) ending December 2013 of 2.2%.

9.6 Resolution No. 14-25 Delegating Authority to Process Compromise and Settle Claims Pursuant to Government Code Section 935.4

Per Chair Dunbar's request, Resolution No. 14-25 was amended to include the following clause:

3. The Executive Director will provide a quarterly update to the Board of any and all settlements made during the prior quarter.

MOTION MOVED by **GARCIA SECONDED** by **TECHEL** to **APPROVE** Resolution No 14-25, as amended, delegating authority to resolve small claims of up to Fifty Thousand Dollars (\$50,000) to the Executive Director.
Motion Passed 21-0

In addition, the Board directed the Executive Director to provide quarterly updates of any and all delegated authority payments made in excess of \$5,000 in the prior quarter.

9.7 Amendment No. 3 to Work Authorization 5 to Agreement No. 12-29 with Riechers & Spence Associates (RSA) for Professional Engineering Services

Board action approved Amendment No. 3 to the Work Authorization 12-29P005 with Riechers & Spence Associates (RSA) to amend the scope of work and total compensation in an amount not to exceed \$221,870 and extend the period of performance to June 30, 2015.

9.8 Donation from Eagle Cycling Club-Bicycle Repair Stand

Board action approved accepting a donation from the Eagle Cycling Club of a Bicycle Repair Stand valued at \$800 for installation at the Soscol Gateway Transit Center.

9.9 Amendment No. 2 to Work Authorization 2 Agreement No. 12-20 with the ARUP North America Ltd.

Board action approved Amendment No. 2 to Work Authorization 2 Agreement No. 12-20 with the ARUP North America Ltd. in an amount not to exceed \$34,205 and extending the period of performance until September 30, 2015 for work associated with the Napa Countywide Transportation Plan and the Community Based Transportation Plan.

10. REGULAR AGENDA ITEMS

10.1 VINE Automatic Passenger Counters (APC) Presentation

The Board received a presentation on the purpose and functionality of the VINE Automatic Passenger Counters.

10.2 Countywide Transportation Plan: VISION 2040 *Moving Napa Forward* Update

The Board received an update on the VISION 2040 *Moving Napa Forward* plan.

10.3 Approval of Napa County Transportation and Planning Agency (NCTPA) Agreement No. 14-21 with Avail Technologies, Inc.

Staff provided an overview of the Computer Aided Dispatch and Automatic Vehicle Location (CAD/AVL) system, that when implemented will increase the availability of more timely and accurate data necessary to enhance customer satisfaction, efficiently manage growing operations, and make data-driven informed decisions for all the transit services in the VINE system.

MOTION MOVED by **CALDWELL** **SECONDED** by **NEVERO** to **APPROVE** authorizing the Executive Director to negotiate and award Agreement No. 14-21 with Avail Technologies, Inc., for a Computer Aided Dispatch and Automatic Vehicle Location (CAD-AVL) system for VINE Transit in an amount not to exceed \$2,980,200.

10.4 Legislative Update and State Bill Matrix

The Board received the monthly Federal and State Legislative Update.

11. FUTURE AGENDA ITEMS

None

12. **CLOSED SESSION**

Janice Killion, NCTPA Legal Counsel, announced that the Board would be adjourning to closed session for the items as noted in the agenda and that reportable action is expected on Item 12.2 Conference with Legal Counsel-Anticipated Litigation.

Adjourned to Close Session at 3:45 p.m.

12.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)**

Property: APN 046-370-024-000

Agency Negotiator: Kate Miller, Executive Director

Negotiating Parties: Joe Carter, Boca Company

Under Negotiation: Price and terms of payment

12.2 **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9(e)(3)(1 case)**

Claimant: Cynthia Tanksley

12.3 **CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)**

Agency Designated Representative:

John F. Dunbar, Chairman

Employee: Executive Director

12.4 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)**

Property: APN 001-510-051

Agency Negotiator: Kate Miller, Executive Director

Negotiating Parties: Steven Rogers, Town Manager, Town of Yountville

Under Negotiation: Price and terms of payment

Adjourned to Open Session at 4:00 p.m.

Janice Killion, NCTPA Legal Counsel, announced that the Board voted unanimously to deny the claim of Ms. Cynthia Tanksley as provided in Closed Session Item 12.2.

13. ADJOURNMENT

13.1 Approval of Regular Meeting Date of December 17, 2014 and Adjournment

The next regular meeting will be held Wednesday December 17, 2014 at 1:30 p.m.

The meeting was adjourned by Chair Dunbar at 4:01 p.m.

Karalyn E. Sanderlin, NCTPA Board Secretary

DRAFT



December 17, 2014
NCTPA Agenda Item 9.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Karrie Sanderlin, Program Manager-Administration, Human Resources, and Board Secretary
(707) 259-8633 / Email: ksanderlin@nctpa.net
SUBJECT: Resolution No. 14-26 Setting the Regular Meeting Time, Place, and Schedule of the Napa County Transportation and Planning Agency (NCTPA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the VINE Consumer Advisory Committee (VCAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2015

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve Resolution No. 14-26 (Attachment 1) setting the regular meeting time, place, and schedule of the Napa County Transportation and Planning Agency (NCTPA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the VINE Consumer Advisory Committee (VCAC), and the Bicycle Advisory Committee (ATAC) for Calendar Year (CY) 2015.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The NCTPA Governing Board, TAC, PCC, VCAC and ATAC meetings fall under the requirement for the State of California Brown Act, and therefore must establish regular meeting date, time, and place and publish a notice of each meeting.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

The NCTPA Governing Board, TAC, PCC, VCAC and ATAC meetings fall under the requirement for the State of California Brown Act and must establish regular meeting time and place and publish a notice of each meeting. Resolution No. 14-26 (Attachment 1) will set the regular meeting times, set the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa CA 94559, and set the meeting schedule for CY 2015.

The regular meeting time of the NCTPA Governing Board will be 1:30 p.m., and the regular meeting schedule for CY 2015 is as follows:

- Wednesday, January 21, 2015
- Wednesday, February 18, 2015
- Wednesday, March 18, 2015
- Wednesday, April 15, 2015
- Wednesday, May 20, 2015
- Wednesday, June 17, 2015
- Wednesday, July 15, 2015
- Wednesday, September 16, 2015
- Wednesday, October 22, 2015
- Wednesday, November 18, 2015
- Wednesday, December 16, 2015

The regular meeting time for the Technical Advisory Committee (TAC) will be 2:00 p.m., and the regular meeting schedule for CY 2015 is as follows:

Thursday, January 8, 2015
Thursday, February 5, 2015
Thursday, March 5, 2015
Thursday, April 2, 2015
Thursday, May 7, 2015
Thursday, June 4, 2015
Thursday, July 9, 2015
Thursday, September 3, 2015
Thursday, October 1, 2015
Thursday, November 5, 2015
Thursday, December 3, 2015

The regular meeting time for the Paratransit Coordinating Council (PCC) will be 10:00 a.m. and the regular meeting schedule for CY 2015 is as follows:

Thursday, January 8, 2015
Thursday, March 5, 2015
Thursday, May 7, 2015
Thursday, July 9, 2015
Thursday, September 3, 2015
Thursday, November 5, 2015

The regular meeting time for the VINE Consumer Advisory Committee (VCAC) will be 6:00 p.m. and the regular meeting schedule for CY 2015 is as follows:

Thursday, January 8, 2015
Thursday, March 5, 2015
Thursday, May 7, 2015
Thursday, July 9, 2015
Thursday, September 3, 2015
Thursday, November 5, 2015

The regular meeting time for the Active Transportation Advisory Committee (ATAC) will be 5:00 p.m. and the regular meeting schedule for CY 2014 is as follows:

Monday, January 26, 2015
Monday, February 23, 2015
Monday, March 23, 2015
Monday, April 27, 2015
Monday, May 18, 2015
Monday, June 22, 2015
Monday, July 27, 2015
Monday, September 28, 2015
Monday, October 26, 2015
Monday, November 16, 2015
Monday, December 14, 2015

SUPPORTING DOCUMENTS

Attachment: (1) Resolution No. 14-26

RESOLUTION No. 14-26

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
SETTING THE REGULAR MEETING TIME, PLACE, AND SCHEDULE OF
THE GOVERNING BOARD, THE TECHNICAL ADVISORY COMMITTEE (TAC),
THE PARATRANSIT COORDINATING COUNCIL (PCC),
THE VINE CONSUMER ADVISORY COMMITTEE (VCAC), AND
THE ACTIVE TRANSPORTATION ADVISORY COMMITTEE (ATAC)
FOR CALENDAR YEAR (CY) 2015**

WHEREAS, the Napa County Transportation and Planning Agency (NCTPA) Governing Board and Committee meetings fall under the requirement for the State of California Brown Act; and

WHEREAS, the NCTPA Governing Board and Committees must establish a regular meeting time, place, and schedule, and publish a notice of each meeting;

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the Napa County Transportation and Planning Agency that:

1. The regular meeting dates for the Governing Board for calendar year 2015 as shown in Exhibit "A", sets the regular time at 1:30 p.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.
2. The regular meeting dates for the Technical Advisory Committee (TAC) for calendar year 2015 as shown in Exhibit "B", sets the regular time at 2:00 p.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.
3. The Paratransit Coordinating Council (PCC) for calendar year 2015 as shown in Exhibit "C", sets the regular time at 10:00 a.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.
4. The VINE Consumer Advisory Committee (VCAC) for calendar year 2015 as shown in Exhibit "D", sets the regular time at 6:00 p.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.

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5. The Active Transportation Advisory Committee (ATAC) for calendar year 2015 as shown in Exhibit "E", sets the regular time at 5:00 p.m. and sets the regular meeting place as the NCTPA Board Room at 625 Burnell Street, Napa, CA 94559.

Passed and Adopted this 17th Day of December, 2014.

John F. Dunbar, NCTPA Chair

Ayes

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel

EXHIBIT "A"

NCTPA Governing Board
Meeting Dates for CY 2015

Wednesday, January 21, 2015

Wednesday, February 18, 2015

Wednesday, March 18, 2015

Wednesday, April 15, 2015

Wednesday, May 20, 2015

Wednesday, June 17, 2015

Wednesday, July 15, 2015

Wednesday, September 16, 2015

Wednesday, October 22, 2015

Wednesday, November 18, 2015

Wednesday, December 16, 2015

EXHIBIT "B"

NCTPA Technical Advisory Committee (TAC)
Meeting Dates for CY 2015

Thursday, January 8, 2015
Thursday, February 5, 2015
Thursday, March 5, 2015
Thursday, April 2, 2015
Thursday, May 7, 2015
Thursday, June 4, 2015
Thursday, July 9, 2015
Thursday, September 3, 2015
Thursday, October 1, 2015
Thursday, November 5, 2015
Thursday, December 3, 2015

EXHIBIT "C"

NCTPA Paratransit Coordinating Council (PCC)
Meeting Dates for CY 2015

Thursday, January 8, 2015

Thursday, March 5, 2015

Thursday May 7, 2015

Thursday, July 9, 2015

Thursday, September 3, 2015

Thursday, November 5, 2015

EXHIBIT "D"

NCTPA VINE Consumer Advisory Committee (VCAC)
Meeting Dates for CY 2015

Thursday, January 8, 2015

Thursday, March 5, 2015

Thursday May 7, 2015

Thursday, July 9, 2015

Thursday, September 3, 2015

Thursday, November 5, 2015

EXHIBIT "E"

NCTPA Active Transportation Advisory Committee (ATAC)
Meeting Dates for CY 2015

Monday, January 26, 2015

Monday, February 23, 2015

Monday, March 23, 2015

Monday, April 27, 2015

Monday, May 18, 2015

Monday, June 22, 2015

Monday, July 27, 2015

Monday, September 28, 2015

Monday, October 26, 2015

Monday, November 16, 2015

Monday, December 14, 2015



December 17, 2014
NCTPA Agenda Item 9.3
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Tom Roberts, Program Manager – Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Approval of Rental Agreement No. 2014-24 with the Napa Valley Exposition

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to negotiate and execute Rental Agreement No. 2014-24 (Attachment 1) for the parking of NCTPA vehicles at the Napa Valley Exposition for a period of six (6) months in an amount not to exceed \$12,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The parking capacity at the Jackson Street facility continues to be exceeded and additional parking is required to accommodate the agency's fleet size. Board approval will permit the Executive Director to continue the existing lease agreement with the Napa Valley Exposition.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? Yes.

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: Some NCTPA vehicles will not have suitable parking facilities for storage and operations.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

At the November 20, 2013 meeting, the Board authorized the Executive Director to enter into a lease for the parking of NCTPA vehicles at the Napa Valley Exposition for a period of twelve (12) months. The parking capacity at the Jackson Street facility continues be exceeded and additional parking is required in order to accommodate the agency's fleet size. Board approval will permit the Executive Director to continue the existing lease agreement with the Napa Valley Exposition.

SUPPORTING DOCUMENTS

Attachment: (1) Rental Agreement No. 2014-24

RENTAL AGREEMENT

INTERIM

NCTPA-No. 14-24

THIS AGREEMENT by and between the **25TH DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Napa County Transportation & Planning Agency** hereinafter called the Renter.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **January 1, 2015 through June 30, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement.
Lower Maintenance Gravel Lot
3. The purposes of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever.
Bus Parking
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Rent - \$ **12,000.00** Deposit - \$ Insurance - \$ Security - \$ Liquor Liability - \$
Deposit partially refundable, less charges as outlined in exhibit "A"
Total Contract - \$ **12,000.00**
5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Worker's Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.
12. Special Provisions: Building available at 8 AM and to be vacated prior to midnight. See and sign the attached Standard Terms and Conditions, CFSA Insurance statement, and Exhibit "A" are incorporated herein and made a part of this agreement.
13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

**25TH DISTRICT AGRICULTURAL ASSOCIATION
AKA NAPA VALLEY EXPOSITION
575 Third Street
Napa, CA 94559**

**Napa County Transportation & Planning Agency
625 Burnell Street
Napa, CA 94559**

Napa Valley Exposition

Signature

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to be open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc. prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others, will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for will confine said transactions to the space and privileges provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement, the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renters' trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
12. Association may provide watchman service which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

Nondiscrimination Clause, Form 17A or Form 17B for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive, Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause/Statement of Compliance (GC12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause of labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Cha. 5, in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 110010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or formal state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition or regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation or provisions of federal law relating to air or water pollution.

INSURANCE STATEMENT

- I. **Evidence of Coverage** - The contractor/renter shall provide a signed original evidence of coverage for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:
- A. **Insurance Certificate** - The contractor/renter provides the fair with a signed original certificate of insurance (the ACCORD form is acceptable), lawfully transacted, which sets forth the following:
1. **List as Additional Insured:** "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned".
 2. **Dates:** The dates of inception and expiration of the insurance. **For individual events, the specific dates must be listed, along with set-up and tear-down dates.**
 3. **Coverage:**
 - a. **General Liability** - Commercial General liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 combined single limits per occurrence for Fairtime Carnival Rides; \$3,000,000 combined single limits per occurrence for Motorized Events All Types; \$3,000,000 combined single limits per occurrence for Rodeo Events all types with a paid gate and any rough stock events; \$2,000,000 combined single limits per occurrence for Rodeo Events all types without a paid gate and any rough stock events; \$1,000,000 combined single limits per occurrence for Rodeo Events all types without any rough stock events; \$2,000,000 combined single limits per occurrence for Interim Carnival Rides, Concerts with over 5,000 attendees, Raves All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, and Simulators; \$1,000,000 for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001. Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. **Workers Compensation** - Workers' Compensation coverage shall be maintained whenever contractor/renter has employees, as required by law.
 - d. **Medical Malpractice** - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. **Liquor Liability** - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
 4. **Cancellation Notice:** A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving **30 days** prior written notice to the named certificate holder.
 5. **Certificate Holder:**
 - **For Individual Events Only** - Fair, along with fair's address, is listed as the certificate holder.
 - **For Master Insurance Certificates Only** - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. **Insurance Company:** The company providing coverage must be acceptable to the California Department of Insurance.
OR
 - B. **CFSA Special Events Program** - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.
OR
 - C. **Master Certificates** - A current master certificate of insurance for the contractor/renter has been approved by and is on file with the California Fair Services Authority (CFSA).
OR
 - D. **Self - Insurance** - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by the California Fair Services Authority (CFSA).

II. General Provisions

1. **Maintenance of Coverage** - The contractor/renter agrees that the commercial general liability (and automobile liability and/or worker's compensation, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval of California Fair Services Authority, and contractor/renter agrees that no work of services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times the insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
 2. **Primary Coverage** - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations.
 4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy.
- III. **Participant Waivers** - For hazardous participant events, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release.Lib) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard or scooter. Contact California Fairs Service Authority at (916) 921-2213 for further information.

Revised:

10/01/03

Exhibit -A- Napa Valley Exposition

The Exposition resides in a residential neighborhood therefore, all events, especially outdoor events, will be required to meet strict City & State sound regulations. Sound will be monitored at all times by exposition personnel and shall never exceed 90db at 100 feet. If Exposition personnel deem it necessary to lower sound levels at any event to ensure cooperation within City &/or State limits, Compliance shall be immediately required. The Exposition also requires that all outdoor events, which have sound amplification, will last no more than (6) six hours in duration and must be completed no later than 9 PM

Deposit

All rentals require a cleaning & damage deposit. Deposits are partially refundable, less damages and / or clean-up. Clean-up is charged as follows:

- \$25.00 per hour, per man for any and all work done by Exposition personnel completed during and after event.
(to include, but not limited to, table & chair breakdown, floors, bathrooms, repairs, etc..)
- \$15.00 per barrel for trash removal.
- \$100.00 for each stage modification.
- \$100.00 per hour for use of facility prior to contracted date & time of event based on availability.
- \$75.00 per hour for large equipment operation (operator included).

Liquor Liability Insurance

If you are serving alcohol in any form at your event, the state now requires you to purchase or provide liquor liability insurance. To purchase it through the State of CA the fee is **\$310.00**

Security

Management of the Napa Valley Exposition requires a minimum of fourteen security guards for the duration of all events. The management reserves the right to waive security minimums. All security will be booked by the Napa Valley Exposition and will be due and payable upon completion of contract. Security will be billed at quoted rates. Security reports to the Management of the Napa Valley Exposition at the conclusion of each event. They will enforce the maximum occupancy. If the event begins prior to the time security is booked for, all deposit will be forfeit.

Additional Equipment

The following extra equipment may be rented at an additional cost based on availability:

Tables (6' x 30")	\$ 6.00 each per day
Folding Chairs	\$ 1.00 each per day
Bars.....	\$50.00 each per day
Ticket Booths.....	\$100.00 each per day

Cancellation

All rentals are subject to cancellation charges as follows:

Plaza Stage Area	Carnival Lot	Silverado Trail Parking Lot
61 days notice or more\$2,640.00	61 days notice or more.....\$1,200.00	61 days notice or more.....\$1,800
60-30 days notice\$1,320.00	60-30 days notice.....\$600.00	60-30 days notice.....\$900.00
29 days notice or less.....\$660.00	29 days notice or less.....\$300.00	29 days notice or less.....\$450.00



December 17, 2014
NCTPA Agenda Item 9.4
Continued From: New
Action Requested: **APPROVE**

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Program Manager- Finance
(707) 259-8779 / Email: aonorato@nctpa.net
SUBJECT: Award of Fueling Services Agreement No. 14-18 to Clean Energy Corp; Agreement No. 14-19 to Hunt & Sons, Inc.; and Agreement No. 14-20 to Napa Valley Petroleum

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to execute fueling services Agreement No. 14-18 with Clean Energy Corporation (Attachment 1); Agreement No. 14-19 with Hunt & Sons (Attachment 2) Inc.; and Agreement No. 14-20 with Napa Valley Petroleum (NVP) (Attachments 3).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NCTPA released a Request for Proposals for fueling services on July 18, 2014 with bids due on August 22, 2014 for compressed natural gas (CNG), ultra-low sulfur diesel, and unleaded gasoline fuel types for the VINE Transit fleet. Five bidders submitted proposals to NCTPA. Staff recommends accepting and entering into contracts with three of the bidders: Clean Energy, Hunt & Sons, and Napa Valley Petroleum (NVP) for fueling services through a non-minimum volume contract for a period of two (2) years with two one (1) year contract extension options subject to review and recommendation by NCTPA, and the satisfactory negotiation of terms, including price structure.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes, fuel is an expense in the public transit fund.

Is it currently budgeted? Yes, the fuel budget for NCTPA is \$1,803,500 (includes a \$300,400 contingency)

Where is it budgeted? NCTPA budget for fuel and fuel contingency.

Future fiscal impact: Yes. This is a 2 year contract with options. Year 2 and beyond will be subject to budget constraints.

Consequences if not approved: Fueling contracts add a level of certainty of the cost of fuel NCTPA must procure for operations. Without a contract, NCTPA and VINE Transit will be subject to volatile fuel prices and administrative overhead costs embedded in the price without any recourse.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

In the last few years, NCTPA has procured fuel for its VINE Transit fleet through a month-to-month arrangement with Napa Valley Petroleum (NVP) as the primary vendor. Last year, NVP sold off its CNG operations to Clean Energy Corp. NCTPA pays both vendors for furnishing fuel to the VINE Transit fleet. However, NCTPA does not have a formal agreement with either vendor. The Agency has paid for fuel based on market prices, which has been very volatile in recent years. For FY 2013-14, VINE Transit consumed approximately 383,000 gallons of fuel at a cost of \$1,379,936. Fuel is the third highest expenditure for the agency and the second highest direct cost for Vine Transit.

A Fueling Services RFP was originally released on February 3, 2014 with submittals due on March 10, 2014. Two proposals were received from existing suppliers. Both proposals were quoted at rates that the agency was paying under the existing month to month agreements. As a result, all bids were rejected pending anticipated new suppliers in the County and the consideration of NCTPA developing its own facility.

In June, staff was made aware of other fueling models in the County so a second RFP was issued on July 18, 2014. Public announcements of the reissued RFP were placed in the; Napa Valley Register and San Francisco Chronicle and on several procurement sites, including PublicPurchase.com website, TransitTalent.com website, MassTransitmag.com website, and NCTPA.net website. Five bidders submitted proposals to NCTPA making the process competitive. The five bidders were:

- Napa Valley Petroleum (diesel and unleaded only)
- Hunt & Sons (diesel and unleaded only)
- Flyers Energy (diesel and unleaded only)
- PS Energy (diesel and unleaded only)
- Clean Energy (compressed natural gas only)

A selection committee comprised of NCTPA staff and Transdev's General Manager convened and rated all the proposals. Since the contract for fueling services does not require exclusivity, NCTPA staff recommends that agreements with multiple firms can provide a potential cost benefit to the agency. It further grants the agency additional flexibility as it will allow fueling of NCTPA vehicles if one of the vendors is offline for any reason. For CNG, an agreement with PG&E in Vacaville is still active if Clean Energy is unable to operate for a period of time.

For diesel and unleaded fuel types, Napa Valley Petroleum and Hunt & Sons Inc. scored 1st and 2nd highest respectively. Table 1 gives the product and price proposals:

Table 1: Price Proposals

Vendor	Location	Product	Price Basis*
NVP	NVP Owned	Diesel Fuel Ultra Low sulfur	OPIS rack average + .16c per gallon
NVP	NVP Owned	Gasoline 87 octane	OPIS rack average + .18c per gallon
Hunt & Sons	Devlin Location only	Gasoline, Diesel	OPIS rack average + .08c per gallon
Hunt & Sons	In Network	Gasoline, Diesel	OPIS rack average + .14c per gallon
Hunt & Sons	Out of Network	Gasoline, Diesel	Retail + .03c per gallon
Clean Energy	2008 Redwood Rd.	CNG	Posted Price less discount based upon monthly volume consumed (.10c - .30c discount per gallon)

* OPIS is the Oil Price Information Service (OPIS) weekly index that is used as the benchmark for pricing supply contracts and is used as the standard for fuel suppliers.

As the only CNG vendor in the area, Clean Energy was the chosen to continue to provide services through a formal contract.

SUPPORTING DOCUMENTS

- Attachment: (1) Agreement No. 14-18 with Clean Energy Corp.
(2) Agreement No. 14-19 with Hunt & Sons Inc.
(3) Agreement No. 14-20 with Napa Valley Petroleum

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)

AGREEMENT NO. NCTPA 14-18

THIS AGREEMENT is made and entered into as of this 1st day of January, 2015, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and **Clean Energy** whose mailing address is **4675 MacArthur Court, Suite 800, Newport Beach, CA 92660**, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NCTPA wishes to obtain fueling services for its transit fleet vehicles;
and

WHEREAS, NCTPA has authorized the NCTPA Executive Director to enter into a contract for services at its December 17, 2014 meeting; and

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

TERMS

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

1. **Term of the Agreement.**

(a) The term of this Agreement shall commence on the date first above written and **shall expire on December 31, 2016**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

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

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

3. **Compensation.**

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

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

4. **Method of Payment.**

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

(b) Electronic Statements. Vendor shall provide electronic statement of services provided no later than 5 days after performance period. Digital file should be in a format that can be converted to a Comma separated values (.csv) or Excel (.xlsx).

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

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NCTPA employees for any purpose,

including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCTPA may monitor the work performed by CONTRACTOR. NCTPA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of

or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR
Derek Turbide
Regional Vice President
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660

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

herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCTPA employees or contractors.

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

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

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

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

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

17. **No Assignments or Subcontracts.**

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

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in

organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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

19. **Interpretation; Venue.**

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

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

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

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

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

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

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

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

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

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

24. **Conflict of Interest.**

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

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

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of

six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NCTPA from publishing or otherwise distributing applications and information regarding NCTPA job openings where such publication or distribution is directed to the general public.

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

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

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

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

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.

“NCTPA”

By _____
Kate Miller, Executive Director

“CONTRACTOR”
Clean Energy

By _____
NAME, Position

ATTEST:

By _____
Karalyn E. Sanderlin, Board Secretary

By _____
NAME, Position

Approved as to Form:

By _____
NCTPA Counsel

EXHIBIT A

SCOPE OF SERVICES

(see attached)

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

Napa County Transportation and Planning Agency

**RFP #2014-03
CNG Fueling Services**

Doug Cameron
Business Development Manager
(415) 385-9812
dcameron@cleanenergyfuels.com

Clean Energy Headquarters:
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
(949) 437-1000
www.cleanenergyfuels.com

August 22, 2014

ORIGINAL



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4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000
www.cleanenergyfuels.com

Peter J. Grace
Senior Vice President, Sales & Finance



August 22, 2014

Antonio Onorato
Manager of Finance
Napa County Transportation and Planning Agency
625 Burnell Street
Napa, CA 94559

Re: RFP #2014-03 Fueling Services

Dear Mr. Onorato:

Napa County Transportation and Planning Agency's (NCTPA) requires a reliable and clean fueling source. We are well positioned to provide convenient and quality CNG fueling at our local station within 2.5 miles of NCTPA's facility. We value NCTPA's user fueling experience and recently upgraded the station to more than double the capacity in June 2014.

For any RFP related questions, please contact:

Doug Cameron, Business Development Manager
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
(415) 385-9812
dcameron@cleanenergyfuels.com

We are confident that the recent upgrades and redundancy of the station will continue to provide NCTPA with the best and most reliable fueling option. Mr. Cameron will contact you on September 3, 2014 so that NCTPA can take advantage of the fuel cost savings from our proposed preferential fuel rate plan. We look forward to continuing our partnership with NCTPA.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter J. Grace".

Peter J. Grace
Senior Vice President, Sales & Finance

Tab 1

TAB 1 EXECUTIVE SUMMARY

Napa County Transportation and Planning Agency's (NCTPA) goals are to acquire a stable and more environmentally friendly fueling source by fueling your transit buses with compressed natural gas (CNG). As NCTPA's current CNG fuel provider, Clean Energy will support your agency's decision. We clearly understand NCTPA's RFP requirements and will provide a clean, reliable and safe fueling experience, with 24/7 service at our local station. In addition, we have introduced *Redeem*, a renewable fuel that will better assist NCTPA in achieving a reduced carbon footprint.

THE UPGRADED CNG STATION IS EXPECTED TO ENHANCE NCTPA'S FUELING EXPERIENCE



Clean Energy's Retail Dispenser at one of our Public Access Stations

We completed an extensive upgrade at the 2008 Redwood Road, CNG facility in June 2014. The upgraded facility now includes a new IMW 250 horsepower non-lubricated compressor, new dryer and two new dispensers, and all of latest electrical upgrades and diagnostic equipment. These improvements have more than doubled the capacity and redundancy of the station and now provide a reliable and faster fueling experience for NCTPA.

The new IMW compressor is now the main compressor and the existing older compressor at the site will be used only as a backup during maintenance periods. This redundancy provides NCTPA with peace of mind, knowing your CNG bus fleet will be fueled reliably to meet roll out every day.

Capacity of the new system is now 628 standard cubic feet per minute (SCFM) compared to 250 SCFM for the old equipment. This translates to 5 gasoline gallons equivalent (GGE) per minute compared to only 2 GGE per minute with the older compressor, saving NCTPA both time and money.

NCTPA's time is valuable and now each user will achieve a complete fill at a consistent and faster rate. Our local, fully trained technicians, spare parts warehouse, and remote monitoring systems will ensure a fast, easy, and safe fueling experience.

CLEAN ENERGY CAN BETTER SERVE NCTPA

We value a long-term relationship with NCTPA and have comprehensive offerings to assist NCTPA in meeting your long-term CNG and environmental goals.

CLEAN ENERGY VALUE TO NCTPA	
✓ Clean Energy Station within 2.5 miles	NCTPA is currently fueling at this easy to use station which is located 5-7 minutes from your facility
✓ Station Upgrade completed in June 2014	NCTPA will benefit from an increase in station reliability and faster fueling
✓ NCTPA Preferred Retail Station Pricing	NCTPA will receive preferred pricing with this RFP award
✓ Redeem – Renewable Natural Gas	NCTPA is currently fueling with renewable fuels supplied at our station; this has reduced NCTPA's carbon footprint by 68 CO ₂ metric tons (assume 10,000 GGEs monthly fuel usage and Redeem CNG with an average carbon intensity of 25 g/MJ).
✓ Station Design, Build, Operate & Maintain Experts	NCTPA's station is cared for by experts that ensure daily roll-out
✓ Largest Parts Inventory (over \$9 million) and Warehouses	Gives NCTPA piece of mind that Clean Energy has the necessary parts to keep the station online
✓ 24/7 Live Customer Support Center	NCTPA will have an issue addressed by a professionally trained customer representative at any given time

Tab 2

TAB 2 QUALIFICATIONS OF PROPOSER

CLEAN ENERGY PROFILE

Clean Energy is a California Corporation Founded in 1996. Our core business services include CNG and LNG:

- Station Design & Construction
- Station Operation & Maintenance
- Retail Station Management and Marketing

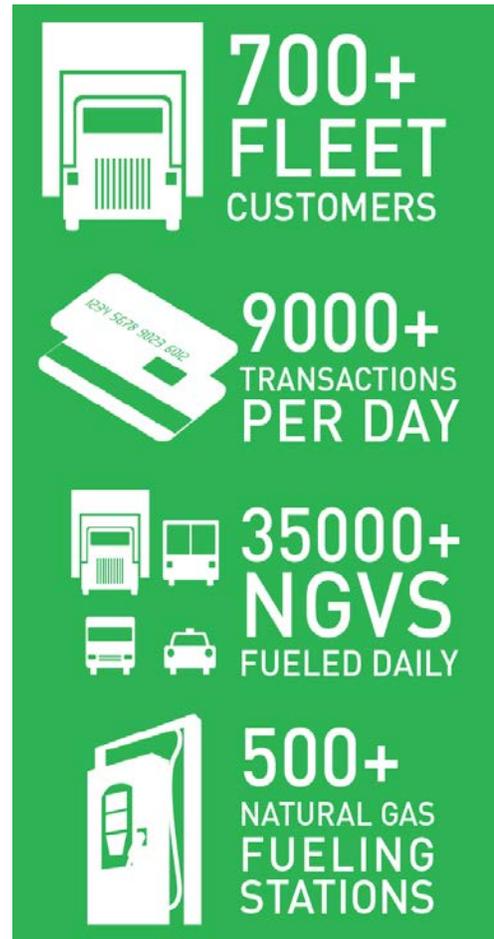
Our subsidiaries include:

- IMW Industries – Compressor Manufacturer
- Clean Energy Renewable Fuels (CERF) – Renewable Natural Gas (RNG) Production and environmental credit management

Over the past 17 years, Clean Energy has become the premier station design, build, operate and maintain (DBOM) provider for both public and private transit fleets, and municipal fleets across the country.

Transit Customer Fueling Experience

Clean Energy is the natural gas fueling partner of choice for transit agencies across the nation. On a daily basis, Clean Energy fuels 7,200 natural gas buses and paratransit vehicles. The Company’s partners range from relatively small transit agencies with CNG-powered buses to agencies like Los Angeles Metro that operate over 2,000 CNG buses. A representative list of our long-term transit clients can be found in Tab 6, Appendix.



CLEAN ENERGY STATION FUELING NCTPA

Our CNG station is conveniently located at Napa Valley Petroleum, 2008 Redwood Road, Napa, California; less than 2.5 miles and five to seven minutes from NCTPA’s 720 Jackson Street facility. In addition, NCTPA currently uses this same station to purchase gasoline and diesel.



We recently announced *Redeem*, the first commercially available, renewable natural gas fuel. *Redeem* is sold in the CNG fuel dispensed at California stations, including our Napa station at no additional cost to NCTPA.

Increasing Environmental Benefits by Reducing Carbon Emissions in Napa

Redeem provides a significant reduction in carbon emissions when displacing diesel, gasoline or fossil natural gas. According to California Air Resources Board estimates, fueling with *Redeem* provides up to a **90% reduction in CO₂ equivalent emissions**, when compared to a baseline of ultra-low sulfur diesel (ULSD).

***Redeem* is 100% renewable:** it is derived from biogenic methane that is naturally generated by the decomposition of organic waste at landfills and agricultural waste sources. Capturing and combusting this methane, which might have otherwise migrated to the atmosphere, results in a low or negative carbon footprint (when biomethane is produced from a food or animal waste digester or wastewater treatment plant).

The below chart illustrates the environmental advantages of NCTPA operating your transit buses on *Redeem*, a renewable CNG fuel.

REDUCING NCTPA'S CARBON FOOTPRINT BY FUELING ON RENEWABLE CNG			
	Monthly CO ₂ Metric Ton Reduction ¹	Annual CO ₂ Metric Ton Reduction ¹	Equivalent to Removing Passenger Cars Off the Road Annually ²
Ultra Low Sulfur Diesel to Redeem CNG	98	1,176	196
87 Octane Unleaded Gasoline to Redeem CNG	97	1,164	194
Pipeline CNG to Redeem CNG	68	816	136

Note:

1. Assume 10,000 GGEs monthly or 120,000 annual fuel usage. Redeem CNG with an average carbon intensity of 25 g/MJ.
2. Assume that each passenger car emits 6 metric tons of CO₂ annually.

FUEL CARDS CAPTURE DATA FOR REPORTING

To meet NCTPA reporting requirements, we offer a proprietary fuel card which is capable of capturing each vehicle's identification number, odometer per each fueling, date, time and price per GGE. All of this data will be itemized on an invoice for proper reconciliation. NCTPA currently has Clean Energy fuel cards and we recommend that you initially issue one fuel card per bus. Clean Energy's fuel card will work at every Clean Energy location. If fuel cards are lost, stolen, or are not functioning, we can issue new cards within 3-5 business days. A sample fuel report which is currently supplied to NCTPA can be provided upon request.

MAINTENANCE DESCRIPTION

We professionally manage and operate natural gas fueling stations nationwide; setting the industry standard through efficient system design and meticulous upkeep of fueling stations. Our industry-best services will ensure NCTPA buses receive a complete 3,600psi fill every time, minimize the number of trips to fuel, maximize range and meet role out every day.

Sentinel Maintenance Plan

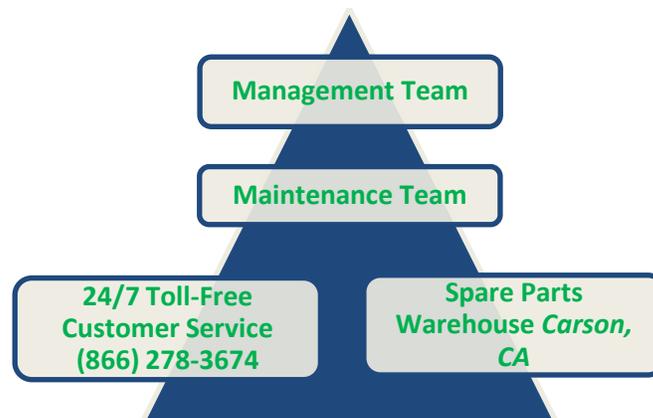
We understand the importance of routine maintenance in achieving system reliability. We have a nationwide network of highly-skilled and full-time service technicians to complete weekly, monthly, quarterly and annual service at our stations. They perform routine inspections, preventive maintenance as recommended or required by manufacturers, and emergency repairs.

We use the proprietary state-of-the-art *Sentinel* Monitoring System to actively monitor the station. To ensure uninterrupted fueling, the *Sentinel* System will send Clean Energy service staff early warnings of equipment faults and also be capable of resetting certain alarms. With the early warnings, we are able to minimize emergencies and avoid major equipment damage or station shutdowns.

This system monitors and records operational data from numerous Programmable Logic Controls (PLC) via a high speed broadband network. This information is displayed in a user-friendly format and is viewable by Clean Energy personnel. The *Sentinel* system records data for an invaluable troubleshooting tool to determine the root cause of problems. This data also provides important trending information.

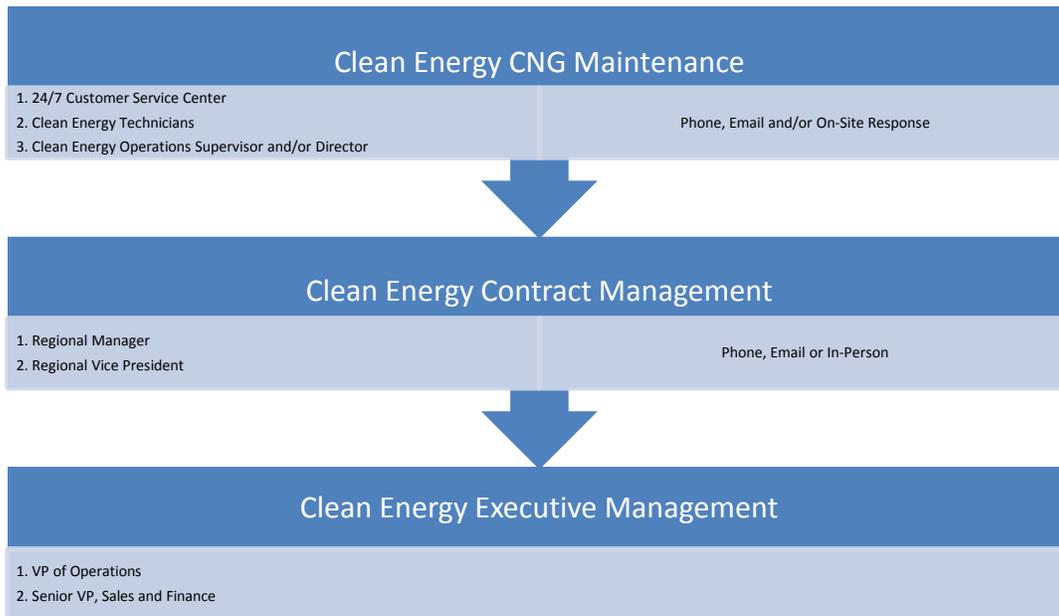
STATION OPERATION AND CUSTOMER MANAGEMENT

The following chart presents the support network, resources and arrangements that are available to support the Napa CNG facility.



COMMUNICATIONS PROCEDURE

While Clean Energy does not expect to encounter any communication or support issues with the Napa CNG facility, throughout the term of the agreement, the following table presents a sample support and communication procedure. The procedures will initially involve telephone and/or e-mail support.



QUALITY CONTROL AND SAFETY

Our commitment to quality and safety is part of our corporate philosophy. To ensure quality control and safety, we utilize industry standard best practices for all processes involved with station maintenance and repair activities. Our service technicians will implement already established quality control and safety measures while working on our local Napa station and Clean Energy's Operations Director and Supervisor will serve as quality assurance managers, regularly inspecting and overseeing actual fueling station performance. Our technicians and supervisors also undergo equipment specific and safety training annually or as required.

Tab 3

TAB 3 STAFFING AND PROJECT ORGANIZATION

We employ in-house personnel to perform specialized functions related to natural gas fueling station design, engineering, construction management and operation. To ensure reliable service for NCTPA, Clean Energy has assigned the following staff plan and hierarchical organizational chart.



OPERATIONS

Tom Bressler, Western Regional Director, Operations

Mr. Bressler is responsible for the successful operation of the CNG station including indirect management and oversight of all Clean Energy service technicians, training and support, and adherence to the station's performance specifications.

Local Service Technicians

Mike Kimball will serve as the Operations Supervisor for the technicians assigned to perform work at the Napa CNG station. We employ 22 fully-trained service technicians in California to ensure that our customers have reliable and quick fueling on a daily basis. When issues occur, our technicians can be dispatched to troubleshoot it.

CONTRACT MANAGEMENT

Charles Love, Regional Manager

Mr. Love is responsible for contract discussions, customer service and personnel oversight with NCTPA.

Doug Cameron, Business Development Manager

Mr. Cameron will be NCTPA's day-to-day administrative support and corporate contact, and will coordinate contract compliance. Mr. Cameron will provide customer support across all Clean Energy's functional teams and will assist NCTPA with any requests to support our 24/7 live operator service center. In addition, Mr. Cameron will be the primary contact for our proposal.

Tab 4

TAB 4 PRICE PROPOSAL

As the owner and operator of the station, we will provide all preventative, scheduled and emergency maintenance, callouts, labor and materials, parts replacement, equipment rebuilds, full-service remote monitoring, and training at the station. Should anything fail at the station, we will be responsible for bringing the station online. We will continue to focus on providing reliable, clean and quick CNG fueling for NCTPA’s transit buses.

We propose a preferential fuel price for NCTPA which is based on the amount of fuel purchased in a particular month as detailed in the chart below. The discount will apply to the posted monthly price for each given month. For example, when the posted retail price for the month of August 2014 is \$2.949/GGE and NCTPA’s fuel purchases exceed 4,000 GGEs, we would discount the posted price by \$0.30/GGE; NCTPA’s preferential fuel price for this month would be \$2.649/GGE.

NCTPA Price Discount Structure	
NCTPA Monthly Volume	Discount Price
500 – 2,000 GGE	Posted price minus \$0.10/GGE
2,001 – 4,000 GGE	Posted price minus \$0.20/GGE
>4,000 GGE	Posted price minus \$0.30/GGE

Tab 5

TAB 5 EXCEPTIONS TO THE AGREEMENT

Upon award, Clean Energy respectfully requests a continued dialogue on the terms for the final contract.

Tab 6

DAKLAND
CITY OF NAPA

BUSINESS LICENSE

09 APR 2014
FBI 51

LICENSE TERM	EXPIRATION DATE	LICENSE NUMBER
ANNUAL	12/31/14	33222

VALID ONLY AT BUSINESS LOCATION PRINTED BELOW

BUSINESS LOCATION 2008 REDWOOD RD NAPA
BUSINESS TYPE COMPRESSED NATURAL GAS FUELING S

CITY of NAPA
CLEAN ENERGY
ATTN: TAX DEPT
4675 MACARTHUR CT STE 800
NEWPORT BEACH CA 92660

LICENSE ISSUED FOR REVENUE PURPOSES ONLY — NOT A PERMIT TO
OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE

Transit Experience List

CLEAN ENERGY TRANSIT PROPERTIES						
CUSTOMER	CONTRACT START	SCFM	EST. ANNUAL VOLUME (GGE)	EST. BUS COUNT	PROJECT SCOPE	REGION
Foothill Transit – Pomona, CA	2002	5,600	2,690,000	170	DBOM	West
Valley Metro RPTA – Phoenix, AZ	2004	4,500	2,160,000	203	O&M	West
ABQ Ride – Albuquerque, NM	2004	1,500	400,000	34	O&M	Central
Foothill Transit – Arcadia, CA	2005	3,600	2,050,000	130	DBOM	West
Santa Clarita Transit, CA	2005	1,600	760,000	45	DBOM	West
Southland Transit – Baldwin Park, CA	2006	900	560,000	40	DBOM	West
NICE – Mitchell Field, NY	2007	6,000	3,560,000	200	O&M	East
NICE – Rockville Center, NY	2007	2,400	1,680,000	100	O&M	East
Akron METRO, OH	2008	1,000	350,000	86	O&M	Central
Orange County Transportation Authority – Irvine, CA	2008	2,800	750,000	126	DBOM	West
RTC of Southern Nevada – IBMF	2008	3,300	1,460,000	135	DBOM	West
RTC of Southern Nevada – Sunset	2008	1,800	250,000	Combined	O&M	West
Santa Fe Trails, NM	2008	300	220,000	31	O&M	Central
LACMTA Division 2	2009	6,600	3,250,000	205	O&M	West
LACMTA Division 8	2009	8,100	3,290,000	196	O&M	West
LACMTA Division 9	2009	6,600	4,420,000	261	O&M	West
LACMTA Division 15	2009	7,200	4,860,000	268	O&M	West
TransLink – Vancouver, BC	2009	3,000	1,000,000	95	O&M	Canada
LACMTA Division 10	2010	6,000	4,380,000	217	DBOM	West
LACMTA Division 18	2010	6,000	4,990,000	278	DBOM	West
City of Elk Grove Transit – Elk Grove, CA	2011	900	300,000	58	DBOM	West
City of Commerce – Commerce City, CA	2011	1,000	200,000	14	O&M	West
City of Laredo Transit, TX	2011	490	400,000	30	DBOM	Central
LACMTA Division 1	2011	6,000	4,000,000	223	O&M	West
LACMTA Division 3	2011	6,000	3,500,000	200	O&M	West
LACMTA Division 5	2011	6,000	3,360,000	205	O&M	West
LACMTA Division 7	2011	6,000	4,400,000	234	O&M	West
Veolia Transportation – Los Angeles, CA	2011	900	600,000	40	DBOM	West
Tulsa Transit, OK	2011	800	640,000	60	DBOM	Central
Montebello Bus Lines – Montebello, CA	2011	1,000	70,000	7	DBOM	West
Stark Area Rapid Transit – Canton, OH	2012	1,100	180,000	32	DBOM	Central
DART (Dallas Area Rapid Transit) – Northwest	2012	3,940	2,960,000	222	DBOM	Central
DART – South Oak Cliff	2012	3,460	2,350,000	176	DBOM	Central
DART – East	2012	3,160	2,670,000	200	DBOM	Central
DART – Senate Street	2012	1,700	1,110,000	168	DBOM	Central

Long Beach Transit, CA	2012	2,500	800,000	64	O&M	West
HART, Tampa, FL	2013	2,800	200,000	47	DBOM	East
Central Ohio Transit Authority (COTA), OH	2014	3,200	750,000	60	RM	Central
BC Transit – Nanaimo, BC	2014	1,900	400,000	50	DBOM	Canada
Kansas City Transit, MO (under construction)	2014	2,000	2,500,000	270*	DBOM	Central
City of Medicine Hat, AB	2014	900	225,000	25	DBOM	Canada

- **DBOM** – Clean Energy designed, built and currently operates and maintains the station
- **DB** – Clean Energy designed, built
- **O&M** – Clean Energy currently operates and maintains the station
- **RM** – Clean Energy currently repairs and maintains the station
- **Planned*

REQUEST FOR PROPOSALS

To provide

Fueling Services

(RFP # 2014-03)

Dear Proposers:

The Napa County Transportation and Planning Agency (NCTPA) is issuing a Request for Proposals (RFP) for fueling services for NCTPA and its affiliate transit services, including Vine Transit, VineGo Paratransit Services, American Canyon Transit, Yountville Trolley, Street Helena Shuttle, and the Calistoga Shuttle. NCTPA invites firms or individuals qualified that possess qualifications, experience and knowledge to submit a proposal.

Any contract to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above).

To obtain a full copy of the RFP, please contact NCTPA office at (707) 259-8779 or download the document in PDF format from our website www.nctpa.net. All inquiries pertaining to this RFP should be emailed to Antonio Onorato, Manager of Finance, at the following email address: aonorato@nctpa.net. Response to all questions submitted will be answered in accordance with the procurement schedule for this RFP.

Proposals must be received no later than **2:00 PM (local time)**, on **August 22, 2014**.

Late proposals will not be considered. E-mailed proposals will not be accepted.

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

Napa County Transportation and Planning Agency
ATTN: Procurement – RFP # 2014-03
625 Burnell Street
Napa, CA 94559

All correspondence and transmittals should be complete, sealed, and clearly marked as "**Proposal Submittal RFP # 2014-03**" and should indicate the date and time of RFP closing. The proposer must submit an original proposal and seven (7) copies (eight (8) in total).

We look forward to receiving a proposal from your firm.

Sincerely,



for Kate Miller
Executive Director

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PROCUREMENT SCHEDULE

KEY RFP DATES

Issue Date:	July 18, 2014
Pre-proposal Conference:	None scheduled.
Deadline for Submitting Written Questions:	August 4, 2014 @2:00 PM local time
Answers to Written Questions Posted:	August 6, 2014, 2014
Deadline for Proposal Submittal:	August 22, 2014 @ 2:00 PM local time
Interviews: (optional)	None scheduled.
Final Selection:	September 2014
Award Contract:	September/October 2014

Request for Proposal (RFP #2014-03)

Fueling Services

SECTION 1 – INTRODUCTION

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

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

NCTPA also operates the Napa VINE transit services. Napa VINE provides inter-county/city transit services between Napa Valley Cities, towns and the Counties of Sonoma, Solano, and Contra Costa. Napa VINEGo is the companion paratransit service for Napa County's residents. In addition, the VINE suite of services includes American Canyon Transit, Street Helena Transit, the Yountville Trolley, the Calistoga Shuttle, and a shared vehicle program.

Except for four vehicles, the entire fleet is housed at the Jackson Street Maintenance Facility located at 720 Jackson Street in the City of Napa, California. All vehicles are presently fueled off-site at retail facilities. NCTPA's fleet is made up of various size vehicles from automobiles and 20' paratransit vans to 40' transit buses that use various fuel types. A copy of the vehicle fleet list is included as Attachment A-1. Vehicles are fueled between the hours of 5:00 PM and 3:00 AM. In the most recent quarter, NCTPA vehicles used on monthly average 14,190 gallons of diesel, 11,791 gallons of gasoline, and 8,941 GGE of CNG. The mix of fuel use is subject to change depending upon vehicle utilization.

Bids should be structured as fixed price per gallon plus a fixed mark up (OPIS +).

SECTION 2 - INSTRUCTIONS TO PROPOSERS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held in accordance with the procurement schedule established for this RFP. All prospective proposers are strongly encouraged to attend. Attendance is not mandatory. Location will be at the NCTPA offices, 625 Burnell Street, Napa, CA 94559 unless otherwise specified.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA/CLARIFICATIONS

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend.

All inquiries pertaining to this RFP should be emailed to Mr. Antonio Onorato, Manager of Finance, at the following email address: aonorato@nctpa.net. Questions submitted after the deadline established in the procurement schedule will not be answered.

D. SUBMISSION OF PROPOSALS

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

Napa County Transportation and Planning Agency
ATTN: Procurement – RFP #2014-03
625 Burnell Street
Napa, CA 94559

The Proposer shall submit eight (1 original plus 7 copies for a total of 8) hard copies and one (1) electronic CD copy in PDF format of its proposal in a sealed envelope, addressed as noted above, bearing the proposer's name and address, and clearly marked as follows:

"Proposal Submittal - NCTPA RFP # 2014-03"

Proposals must be received in accordance with the Procurement Schedule. Late proposals will not be considered.

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

1. Any protest alleging improprieties in a solicitation process or in solicitation documents must be filed in accordance with the time lines established by the NCTPA Procurement Policy prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by NCTPA. Any protest based on such grounds not timely filed will not be considered by NCTPA.
2. Any protests regarding the evaluation of bids or proposals by NCTPA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NCTPA in accordance with the timelines established by the NCTPA Procurement Policy after the NCTPA's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by NCTPA.

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

E. WITHDRAWAL OF PROPOSAL SUBMITTAL

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

F. RIGHTS OF NCTPA

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

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

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

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

G. CONTRACT TYPE

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

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

The above factors will be taken into account during contract negotiations. Substantial exceptions to the agreement may be determined by the Agency, at its sole discretion, to be unacceptable and the Agency will proceed with negotiations with the next highest ranked firm.

SECTION 3 - FORMAT AND CONTENT OF PROPOSAL

A. FORMAT

1. Proposal

Proposals shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. Eight (1 original plus 7 for a total of 8) hard copies and one (1) electronic CD copy in PDF format of your RFP submittal.

INSTRUCTIONS TO PROPOSERS.

The proposal shall not exceed a total of the equivalent of thirty (30) single sided pages. RFP submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three tabloid-sized (11" x 17") pages. General Information Form, transmittal letter and resumes are excluded from the total page count. Resumes should be limited to no more than two (2) pages in length. Each tabloid-size page is considered one page for the total page count. Loose-leaf or binder-clipped RFP submittals will not be accepted. Font size shall be at least 12 point.

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

2. Cost Proposal

A cost proposal must be submitted. The cost proposal should be stated for the term of the contract and must be fixed using the OPIS rack average (not the branded average) on the day the fuel is purchased plus a fixed mark-up or minus discount. No guarantee is made that a specific amount of fuel will be purchased. Fuel purchased outside Napa County may be priced on the applicable OPIS rack average price for the location where the fuel was purchased on the date purchased.

B. CONTENT

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

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- QUALIFICATIONS OF PROPOSER
- STAFFING AND ORGANIZATION
- COST PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 30 page limit)

1. Title Page

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

2. Transmittal Letter

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

Address the cover letter as follows:

Kate Miller
Executive Director
Napa County Transportation and Planning Agency
625 Burnell Street
Napa, CA 94559

3. Executive Summary

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken.

4. Qualifications of Proposers

This section should include a brief description of the proposer's qualifications and previous experience on similar or related engagements. The proposer who is awarded the contract for this work will be required to comply with all applicable federal, state, regional and local requirements

5. Staffing and Project Organization

This section should identify key personnel who will be assigned the NCTPA and their experience.

6. Cost Proposal

The cost proposal should be stated for the term of the contract and must be fixed using the OPIS rack average (not the branded average) on the day the fuel is purchased plus a fixed mark-up or minus discount. No guarantee is made that a specific amount of fuel will be purchased. Fuel purchased outside Napa County may be priced on the applicable OPIS rack average price for the location where the fuel was purchased on the date purchased.

7. Exceptions to the Agreement

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

8. Appendices

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

SECTION 4 - SCOPE OF SERVICES TO BE PROVIDED

The work to be performed under contract based on this RFP is described in the Scope of Work attached hereto as ATTACHMENT A and hereby incorporated herein. This proposal also solicits and Alternative 1 proposal. Proposers may submit on both fueling on-site and/or offsite in any combination

SECTION 5 - REQUIRED QUALIFICATIONS

The NCTPA seeks a motivated, skilled and enthusiastic professional team to be accountable and deliver innovative, high quality fueling services. **Proposer must be licensed by the State of California and the United States to conduct business and to fuel transit vehicles as proposed.**

SECTION 6 - EVALUATION AND QUALIFICATIONS

A. EVALUATION METHOD

NCTPA will review and evaluate all proposals deemed responsive to this request by the Evaluation Selection Recommendation Committee (ESRC) in accordance with NCTPA's Procurement Policies and Procedures Manual. Each of the firms will be ranked by the ESRC based on the criteria listed in this section.

B. FINAL SELECTION DETERMINATION

Following the ESRC's analysis of the written proposals and possible follow up discussions, NCTPA will enter into negotiations with the highest ranked firm. If negotiations with this firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations will proceed with the second highest ranked firm from the proposal list, and so forth.

C. CONTRACT NEGOTIATION

Upon conclusion of the interviews, if any, and best and final offer, if any, NCTPA will enter into contract negotiations with the finalist. The final negotiated contract will be submitted to the NCTPA Board for approval if applicable.

D. EVALUATION AND SCORING CRITERIA

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NCTPA, and/or other outside agencies, will review the proposals submitted and score them numerically.

The product of the selection process will be to award a contract with the top rank firm, as recommended by the ESRC. The following criteria and point system will be used to evaluate the RFP:

1. Location of fueling sites proposed (25 points.);
2. Fuel Service Management Hardware and Software (20 points.); and
3. Cost - The most advantageous cost proposal presenting the best value to the NCTPA (55 points).

SECTION 7 - AWARD

In accordance with NCTPA's Procurement Policies and Procedures Manual, the ESRC will review and evaluate the proposal based on the criteria established above. The NCTPA will enter into negotiations with the highest ranked firm. If negotiations with this firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations may proceed with the second highest ranked firm from the proposal list, and so forth. Each proposal should be submitted with the most favorable terms from both price and technical perspectives.

SECTION 8 - NON-DISCRIMINATION

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

Proposers shall include the non-discrimination and compliance provisions of the above

clause in all subcontracts to perform work under this contract.

SECTION 9 - LEVINE ACT

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

SECTION 10 - NCTPA DBE REQUIREMENTS

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

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

SECTION 11 - INDEMNIFICATION AND INSURANCE REQUIREMENTS

Insurance requirements for this RFP are set forth in ATTACHMENT C, NCTPA Sample Professional Service Agreement for Services, Section 7 – Insurance and Section 8 – Hold Harmless / Defense / Indemnification.

All inquiries pertaining to this RFP should be emailed to Antonio Onorato, Manager of Finance, at the following email address: aonorato@nctpa.net in accordance with the procurement schedule. Responses to all questions submitted by the question deadline

that may have a material impact on the proposal will be posted on the NCTPA website:
www.nctpa.net.

Late proposals will not be considered.

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

Napa County Transportation and Planning Agency
ATTN: Procurement – RFP # 2014-03
625 Burnell Street
Napa, CA 94559

Attachments follow.

ATTACHMENT A

SCOPE OF WORK

Proposers can propose for both Alternative 1 and Alternative 2 or just one fueling alternative.

All proposals should be for a term of two (2) years with an additional two one (1) year options.

ALTERNATE 1

The NCTPA seeks proposals for the off-site fueling of these vehicles in a proposer owned/operated facility, as follows:

- 1) Provide 24 hour access 365 days a year to NCTPA's transit vehicles and be capable of fueling NCTPA transit vehicles at current levels of use.
- 2) The fueling service shall provide 87 octane unleaded gasoline, ultra low sulphur diesel, and compressed natural gas suitable for the NCTPA fleet of transit vehicles in quantities sufficient to meet daily needs. Vendors may propose separately by fuel type.
- 3) The location of the site(s) shall be designated in the proposal. The fueling site(s) proximity to the NCTPA bus maintenance yard at 720 Jackson Street, Napa, CA, shall be stated in the proposal. The fueling site(s) should provide full access to large transit vehicles from public highways.
- 4) The vendor is responsible for maintenance and operation of its facilities/vehicles and compliance with all federal, state, county and city laws and/or regulations.
- 5) Vendors shall provide a fuel management system and fuel management software. The fuel management system shall include, but not be limited to the following:
 - The proposed system should provide monitoring, configurable reporting, and real time oversight of the fuel service by NCTPA.
 - The proposed system must capture fuel and vehicle usage data including type and quantity of fuel, transaction cost, transaction date and time, location and vehicle odometer reading.
 - The proposed system must have the ability to export fuel and vehicle data in a Microsoft Excel format or a format approved by NCTPA.
 - The proposed system should be web-accessible by NCTPA staff and no purchase of software or installation/maintenance of hardware or software should be required by the NCTPA.

ALTERNATE 2

As Alternate 1 to the request for proposals for fueling services, NCTPA seeks proposals for on-site fueling of its vehicles at the 720 Jackson Street Bus Maintenance Facility utilizing proposer's vehicles and personnel. This fueling service scope of work is similar to the off-site in that:

1. The Vendor shall provide fueling services 365 days a year and be capable of daily fueling of NCTPA transit vehicles at current levels of use. The proposers' on-site fueling crew will refuel the NCTPA transit fleet daily during evening hours.
2. The fueling service shall provide 87 octane unleaded gasoline, ultra low sulphur diesel, and compressed natural gas suitable for the NCTPA fleet of transit vehicles in quantities sufficient to meet daily needs. Vendors may propose separately by fuel type.
3. The vendor is responsible for maintenance and operation of its facilities/vehicles and compliance with all federal, state, county and city laws and/or regulations. In particular, proposers should be familiar with the new National Pollutant Discharge Elimination System (NPDES) Municipal Storm Water Permit that all jurisdictions within Napa County must comply with and enforce. This new permit includes stringent requirements that can, at times, be costly but must be implemented to protect storm water runoff.
4. The vendor is responsible for including the cost of permits and meeting any and all regulations associated with fueling operations NCTPA's maintenance site(s) in their proposal.
5. The vendor shall provide fuel management system and fuel management software. The fuel management system shall include, but not be limited to the following:
 - The proposed system should provide monitoring, configurable reporting, and real time oversight of the fuel service by NCTPA.
 - The proposed system must capture fuel and vehicle usage data including type and quantity of fuel, transaction cost, transaction date and time, location and vehicle odometer reading.
 - The proposed system must have the ability to export fuel and vehicle data in a Microsoft Excel format or a format approved by NCTPA.
 - The proposed system should be web-accessible by NCTPA staff and no purchase of software or installation/maintenance of hardware or software should be required by the NCTPA.

Attachment A-1: NCTPA Current Fleet Schedule - Continued				
Vehicle Year	Make/Model	Fuel Type	FIXED/PARATRANSIT	LENGTH
2007	Ford E-450	Unleaded	Paratransit	23'
2011	FORD/GALVAL	Unleaded	Paratransit	23'
2011	FORD/GALVAL	Unleaded	Paratransit	23'
2011	FORD/GALVAL	Unleaded	Paratransit	23'
2012	FORD/GALVAL	Unleaded	Paratransit	23'
2012	FORD/GALVAL	Unleaded	Paratransit	23'
2012	FORD/GALVAL	Unleaded	Paratransit	23'

2000	Supreme/Trly	DIESEL	FIXED RT	33'
2012	Ford/Trolley	Unleaded	Yountville	31'

2011	FORD/EL D	Unleaded	Paratransit	21'
2011	FORD/EL D	Unleaded	Paratransit	21'

2011	FORD/EI D	Unleaded	Paratransit	21'
2011	FORD/EI D	Unleaded	Paratransit	21'

2004	Ford Aerotech	Unleaded	Paratransit	23'
2005	Ford Econo	Unleaded	Paratransit	24'

2001	DODGE/TRK	UNLEADED	Shop Trk
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2000	Dodge/Ram 2500	Unleaded	Support
2010	Ford Truck	Unleaded	Support
2010	Ford Fusion	Unleaded	Support
2010	Ford Fusion	Unleaded	Support
2010	Ford Fusion	Unleaded	Support

2004	Ford Aerotech	Unleaded	Paratransit	23'
1999	Ford Aerotech	Unleaded	Paratransit	23'
1999	Ford Aerotech	Unleaded	Paratransit	23'
1999	Ford Aerotech	Unleaded	Paratransit	22'

ATTACHMENT B

GENERAL INFORMATION FORM

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

Legal Name of Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Firm's Fax Number:

NCTPA DBE

NCTPA LBE

DBE

None

Type of Organization:

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

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

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

NCTPA DBE

DBE

None

Signature, Name and Title of Person Signing

ATTACHMENT C

NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT

Please refer to our website www.nctpa.net/agreements-forms for a sample Professional Service Agreement/PSA. If this is a federally funded procurement, the federally required clauses will be included.

ATTACHMENT D

FEDERAL REQUIRED CONTRACT CLAUSES

Please refer to our website www.nctpa.net/agreements-forms for content of Federal required clauses.

Federal Required and Other Model Contract Clauses

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

* Procurement of items designated by EPA - 40CFR247

EXHIBIT B

COMPENSATION RATES

(see attached)

TAB 4 PRICE PROPOSAL

As the owner and operator of the station, we will provide all preventative, scheduled and emergency maintenance, callouts, labor and materials, parts replacement, equipment rebuilds, full-service remote monitoring, and training at the station. Should anything fail at the station, we will be responsible for bringing the station online. We will continue to focus on providing reliable, clean and quick CNG fueling for NCTPA's transit buses.

We propose a preferential fuel price for NCTPA which is based on the amount of fuel purchased in a particular month as detailed in the chart below. The discount will apply to the posted monthly price for each given month. For example, when the posted retail price for the month of August 2014 is \$2.949/GGE and NCTPA's fuel purchases exceed 4,000 GGEs, we would discount the posted price by \$0.30/GGE; NCTPA's preferential fuel price for this month would be \$2.649/GGE.

NCTPA Price Discount Structure	
NCTPA Monthly Volume	Discount Price
500 – 2,000 GGE	Posted price minus \$0.10/GGE
2,001 – 4,000 GGE	Posted price minus \$0.20/GGE
>4,000 GGE	Posted price minus \$0.30/GGE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)

AGREEMENT NO. NCTPA 14-19

THIS AGREEMENT is made and entered into as of this 1st day of January, 2015, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and **Hunt & Sons, Inc.** whose mailing address is **5750 South Watt Avenue, Sacramento, CA 95829**, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NCTPA wishes to obtain fueling services for its transit fleet vehicles;
and

WHEREAS, NCTPA has authorized the NCTPA Executive Director to enter into a contract for services at its December 17, 2014 meeting; and

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

TERMS

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

1. **Term of the Agreement.**

(a) The term of this Agreement shall commence on the date first above written and **shall expire on December 31, 2016**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

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

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

3. **Compensation.**

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

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

4. **Method of Payment.**

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

(b) Electronic Statements. Vendor shall provide electronic statement of services provided no later than 5 days after performance period. Digital file should be in a format that can be converted to a Comma separated values (.csv) or Excel (.xlsx).

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

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NCTPA employees for any purpose,

including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCTPA may monitor the work performed by CONTRACTOR. NCTPA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of

or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR
Joshua M. Hunt
General Manager
5750 South Watt Avenue
Sacramento, CA 92660

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

herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCTPA employees or contractors.

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

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

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

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

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

17. **No Assignments or Subcontracts.**

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

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in

organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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

19. **Interpretation; Venue.**

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

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

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

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

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

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

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

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

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

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

24. **Conflict of Interest.**

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

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

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of

six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NCTPA from publishing or otherwise distributing applications and information regarding NCTPA job openings where such publication or distribution is directed to the general public.

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

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

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

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

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.

“NCTPA”

“CONTRACTOR”
Hunt & Sons, Inc.

By _____
Kate Miller, Executive Director

By _____
NAME, Position

ATTEST:

By _____
Karalyn E. Sanderlin, Board Secretary

By _____
NAME, Position

Approved as to Form:

By _____
NCTPA Counsel

EXHIBIT A

SCOPE OF SERVICES

(see attached)

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

ATTACHMENT B

GENERAL INFORMATION FORM

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

Legal Name of Firm : HUNT & SONS, INC Date: 8-21-14

Street Address: 5750 SOUTH WATT AVE Telephone Number: 916-386-9806

City/State/Zip: SACRAMENTO, CA Firm's Fax Number: 916-383-1005
95829

NCTPA DBE NCTPA LBE DBE None

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

C Corporation privately held

Business License (documented):

GNB31988-42767

Taxpayer ID Number (Federal):

94-2209320

Name and Title of Manager:

ZACHARY JAMES, DIRECTOR OF BUSINESS DEVELOPMENT.

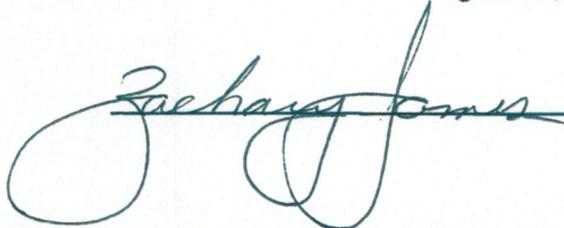
Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed

to: ZJames@huntsons.com

916-386-9804

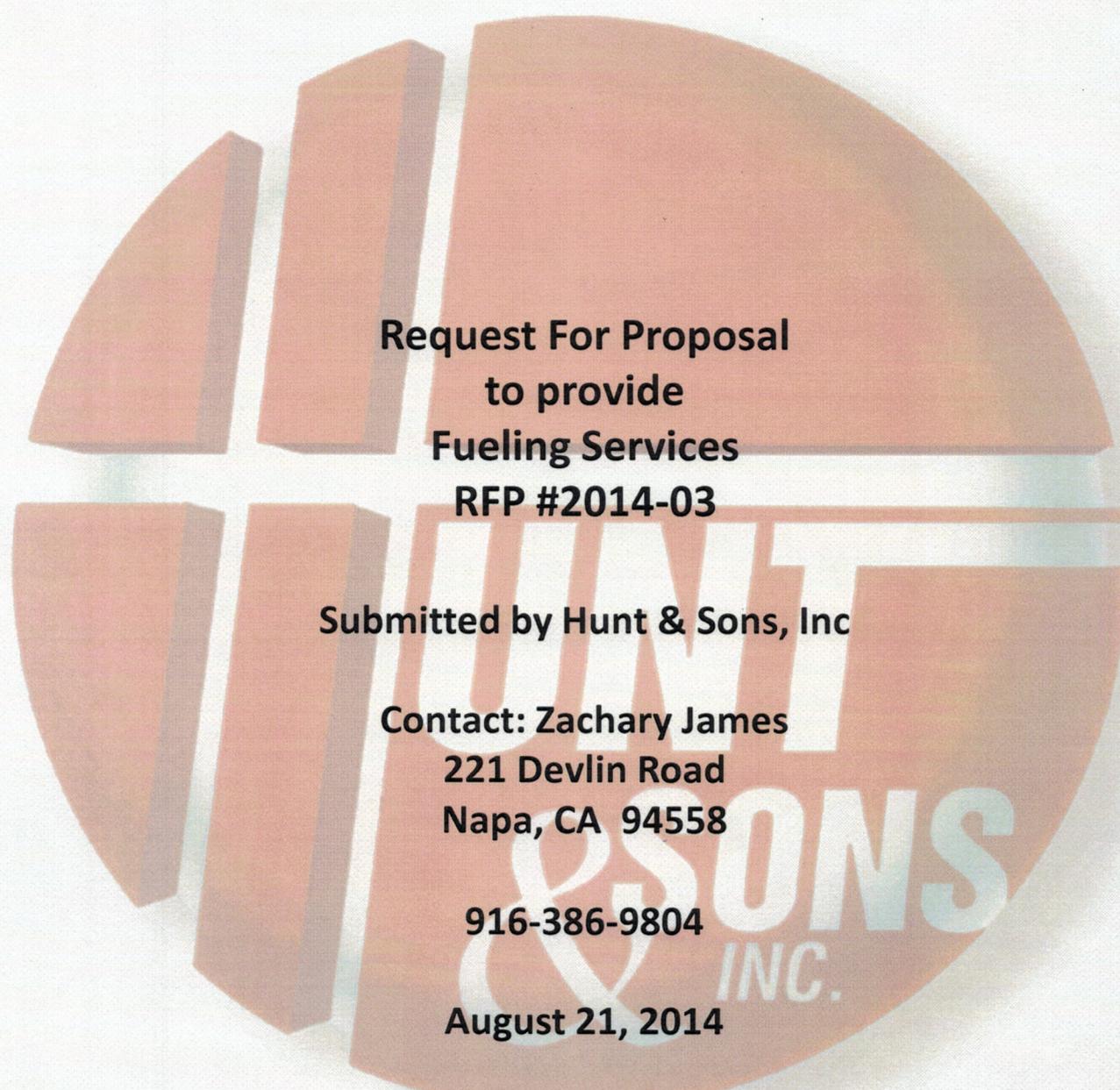
NCTPA DBE DBE None

Signature, Name and Title of Person Signing



ZACHARY JAMES

DIRECTOR BUSINESS DEVELOPMENT

The background features a large, semi-circular watermark logo for Hunt & Sons. The logo is composed of several vertical, rounded rectangular segments of varying heights, creating a stylized 'H' shape. The text 'HUNT & SONS INC.' is overlaid on this graphic in a light, semi-transparent font. At the bottom of the watermark, the text 'SINCE 1946' is written in a similar font style.

**Request For Proposal
to provide
Fueling Services
RFP #2014-03**

Submitted by Hunt & Sons, Inc

**Contact: Zachary James
221 Devlin Road
Napa, CA 94558**

916-386-9804

August 21, 2014

SINCE 1946



Kate Miller
Executive Director
Napa County Transportation and Planning Agency
625 Burnell Street
Nap, CA 94559

RE: RFP #2014-03

Dear Ms. Miller,

In response to RFP #2014-03 titled "Fueling Services", Hunt & Sons, Inc respectfully submits our response in the pages to follow. Our proposal will be valid as stated for a minimum of 180 days from the date of submittal of August 22, 2014.

The authorized individual submitting this bid is:

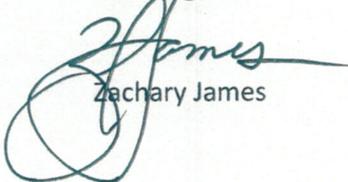
Zachary James
Director of Business Development and Sales
Hunt & Sons, Inc
8840 Rovana Circle
Sacramento, CA 95829
916-386-9804
zjames@huntns.com

Please note that Hunt & Sons, Inc will have our new cardlock facility operational by December 2014 and it is located at 221 Devlin Road, Napa, CA. This facility will provide great access to oversized vehicles and provide natural gas fuel.

Upon your review, if you require any clarification, please contact me anytime.

We, at Hunt & Sons, Inc look forward to working with NCTPA in future.

Best Regards



Zachary James



FLEETWIDE



AN INDEPENDENT FRANCHISEE OF:
PACIFIC PRIDE
THE COMMERCIAL FUELING SYSTEM[®]



Executive Summary

At the request of NCTPA, Hunt & Sons, Inc was asked to provide a proposal for handling the Fleet Fueling requirements of NCTPA. This request consist of pricing, purchasing controls, reporting, site access, electronic data transfer into excel formatted documents, and web based access.

We address all items within the body of this document. Additionally, Hunt & Sons will be completing on new cardlock facility located at 221 Devlin Road, Napa. This facility will support larger vehicles and have excellent large vehicle access.

Hunt & Sons will provide a full Fleet card service that encompasses all required deliverables as wells as additional items not requested. We will have personnel assigned directly responsible for your satisfaction. Further, we will provide access to many locations for convenience of your fleet.

Hunt & Sons, Inc will not provide a proposal under Alternate 2. On-site fueling of gasoline is not legal under current California Air Quality standards. Additionally, natural gas fueling presents many concerns in mobile fueling making that option not viable. Diesel is permitted for on-site fueling, but pricing of such service will make it uncompetitive compared to cardlock fueling.



Hunt & Sons, Inc. Qualifications

Hunt & Sons, Inc. is a full line Petroleum Products Distributor in Northern California and Western Nevada. Operating from its headquarters in Sacramento, Hunt & Sons, Inc. has been in business and family owned for over 66 years. Hunt & Sons owns and operates 8 office & warehouse facilities, 38 Commercial Cardlock Fueling Sites and currently has over 125 employees. Hunt & Sons product line includes a wide array of petroleum products including gasoline, ultra-low sulfur diesel fuel, Bio Diesel, Gasoline, E 85, kerosene, Jet Fuel and a full line of Chevron lubricant products. We purchase our petroleum products directly from world class major refiners. We own and operate a large Fleet of New, State of the Art Delivery trucks with World Class Safe and efficient Drivers.

Hunt & Sons provides prompt, courteous personalized service 24 hours a day, 7 days a week, 365 days a year. We understand and appreciate the importance of high quality, competitively priced products, superlative customer focus and friendly service. As Chevron's only First Source Elite lubricant marketer in our service area, we serve customers throughout California with top quality Chevron Lubricants for every application. Being one of the Top 8 largest Chevron Lubrication Marketer in the country, Hunt & Sons has the ability and resources to meet your company's lubrication needs and we are committed to providing you "Quality Fuels & Lubricants."

Since Hunt & Sons joined the Commercial Cardlock Fueling business we have grown to be the Largest Pacific Pride Franchisee in California and the Fourth in The United States. We are one of the few Cardlock Marketers that can offer the Pacific Pride, CFN (Commercial Fueling Network) and Fleetwide Card Services all on one invoice. Hunt & Sons Cardlock customers can enjoy over 30,000 fueling sites nationwide. With our upgraded online billing and Customer Access, you can update your account; add cards and restrictions from the convenience of your office.

Hunt works with many large municipal fleet card accounts such as Amador County, El Dorado County, Tehama County, Sacramento County, Town of Truckee, Solano Irrigation District, and many others. We know and understand the need of public agencies regarding support and services. We would be happy to provide references upon request.

Hunt & Sons has the experience, knowledge and passion to earn your business and develop a mutually beneficial partnership for the long term! We are in the relationship business and look forward to servicing your Petroleum needs for many years to come.

Sincerely,

The Hunt Team



FLEETWIDE



Hunt & Sons, Inc. Key Employee Profiles

Lead Customer Service Representative: Sharon Conners

Background

Sharon is a dependable professional Customer Service Specialist with over 15 years experience.

Her focus is in the commercial fueling/ fleet card segment of the petroleum sector. She is a proven effective communicator and problem solver. She provides service to existing customers, fosters relationships and has excellent problem solving skills based on customer needs.

Sharon provides onsite training to Hunt & Sons, Inc. Commercial Fueling customers as she has been certified by the Fleet Card vendors used by Hunt & Sons, Inc. She stays on top of cutting edge technology and new products through continuing education and helps our customers stay informed of new systems and technologies. Sharon is committed to providing excellent customer service.

Cardlock/Commercial Fueling Manager: Tami Gilbert

Background

Tami has a diverse background in accounting and commercial fueling spanning 33 years.

She began in Property Management where she excelled in the accounting aspects of the business.

Tami began in commercial fueling in 1992 beginning as a Customer Service Representative focusing on Pacific Pride and CFN fleet card services. She was promoted to Cardlock/Commercial Fueling Manager overseeing the Fleet Card/Commercial Fueling department.

Tami also is responsible for developing the pricing models for each customer and region. While maintaining these models, she also has responsibility to handling customer concerns and problem solves issues that may arise within the commercial fueling customer base.

Account Manager: Zachary James

Background

Zach James graduated from Cal Poly SLO in 1987 with a BS Civil Engineering and was hired by Chevron Corporation upon graduation.

With Chevron, Zach held many positions in his ten years of employment. He began as a Project Manager in Baltimore moving into Plant and Refinery operations then Account Management and Regional Sales Management. In his time with Chevron he continued his education and acquired a business degree.

He then wanted an opportunity to be involved more directly in the petroleum distribution business. He was hired in 1997 by BC Stocking Distributing to be the General Sales Manager overseeing bulk fuel, lubes and cardlock businesses. He then moved to General Manager responsible for all aspects of the business operations and sales.

In 2001, he began West Coast Fueling Systems, Inc as owner of a Pacific Pride franchise and cardlock. In the 10 years in business, he grew the business from \$4MM sales to \$10MM sales annually.

In 2012, he sold his business to Hunt & Sons, Inc. and stayed with Hunt & Sons, Inc. after the acquisition.

General Manager: Joshua Hunt

Background

Joshua Hunt is one of the three owners of Hunt & Sons, Inc. and serves in the capacity of General Manager and CFO overseeing the daily operation and finance activities of the company. He is also intimately involved in the fuel purchasing and cardlock operation of the company working with Fuel suppliers and both the CFN and Pacific Pride Cardlock Networks. Over the last eight years he has completed eight acquisitions which have helped Hunt & Sons triple in size and expand its marketing territory to include all of Northern California. A large portion of this growth has been the expansion of Hunt & Sons Cardlock division which now includes 40 locations divided between

both the Pacific Pride and CFN networks giving customers opportunity to fuel their vehicles at over 40,000 locations throughout the United States and Canada.

Joshua was born and raised in Sacramento always having the goal of joining the family business. Throughout high school and college he always worked summers at the business in several different capacities in the operation and accounting sides. He studied Accounting and Finance at St. Mary's College in the San Francisco Bay Area and after graduation went to work for State Street Bank & Trust as a portfolio accountant. This opportunity in the corporate world was the perfect experience to bring back to Hunt & Sons. Upon returning to the family business Josh entered the Accounting department and began working in different positions eventually landing in the job of Controller which he held for four years before moving into the CFO/General Manager role. With his background in the both the accounting and operation sides of the business it has led for smooth transitions for both the company and our customers during the large growth spurt over the last 10 years.

Josh and the Hunt & Sons team continually stress the fact that we are here to serve the customer to the best of our ability and take pride in providing the best customer service in the industry which was first coined by his grandfather who founded the company in 1946. Our company goal is to be much more than just a supplier but instead partners in our customers business to provide solutions to any issues that arise within our area of Energy expertise.



Implementation Plan – NCTPA Fleet Cards

Hunt & Sons, Inc. proposes the following implementation plan if awarded a contract to supply Fleet Card fuel services to NCTPA.

Hunt & Sons, Inc. once contacted with an award of contract, will assign the NCTPA account to an Account Manager who will be responsible for all aspects of the NCTPA account.

The Account Manager will work with the NCTPA person (s) responsible in establishing the account requirements for administration, card controls, billing, pricing and to see that all NCTPA requirements are implemented.

Once the preliminary account information is established, the Hunt & Sons, Inc. Account Manager will determine the following:

- 1. Locations awarded and best fit network (i.e. Pacific Pride or CFN) for that location (s).**
- 2. Establish the location contacts and Fleet Card specific for the location (s).**
- 3. Once the local information is determined, Fleet Cards will be produced and delivered to the location.**
- 4. Each location will be trained on the acceptance and use of the Fleet Cards provided.**
- 5. Once card use begins, a review of the transactions will take place and any follow up training of card user will take place.**

The Account Manager, during the above, will establish the needs of the Fleet Managers as follows:

- 1. Account controls and monitoring of each location.**
- 2. Determine if billing will be local or centralized and what formatting is necessary to allow NCTPA to best manage the fleet fueling.**
- 3. Provide a critical contact list of Hunt & Sons, Inc. employees who will be working with NCTPA on the different aspects of your account.**
- 4. Provide local locations critical operations contact list to help with implementation of the fleet card program.**

After award of contract, we anticipate that we will complete the account set up through card delivery and training within 14 days. If we see slippage in that target date, we will assign a second Account Manager to work with NCTPA. Further, we will assign additional back end staff to further expedite account set up to meet the expected deadline.



Cost Proposal

- To follow is Hunt & Sons, Inc cost proposal for NCTPA fleet fueling requirements via cardlock locations owned by Hunt & Sons:

Addresses of Hunt Owned cardlock locations:

- 1) 221 Devlin Road
Napa, CA
Opening January 1, 2015
- 2) 630 Noyes Court
Benicia, CA

We propose the following price at the noted locations:

- OPIS average SF Bay Area plus \$0.08 per gallon priced each day purchased
- For cardlock locations not owned by Hunt & Sons, Inc (sites not listed above) , we propose to price as follows:
 - OPIS average SF Bay Area plus \$0.14 per gallon priced each day purchased

For any retail locations used (i.e. Chevron, Shell, etc.), we propose the following price:

- Post retail location price minus \$0.03 per gallon



Section 7 – Exceptions

Hunt & Sons, Inc has no exceptions to present.



Section 8 – Appendices

1. Sample Certificate of Insurance

REQUEST FOR PROPOSALS

To provide

Fueling Services

(RFP # 2014-03)

Dear Proposers:

The Napa County Transportation and Planning Agency (NCTPA) is issuing a Request for Proposals (RFP) for fueling services for NCTPA and its affiliate transit services, including Vine Transit, VineGo Paratransit Services, American Canyon Transit, Yountville Trolley, Street Helena Shuttle, and the Calistoga Shuttle. NCTPA invites firms or individuals qualified that possess qualifications, experience and knowledge to submit a proposal.

Any contract to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above).

To obtain a full copy of the RFP, please contact NCTPA office at (707) 259-8779 or download the document in PDF format from our website www.nctpa.net. All inquiries pertaining to this RFP should be emailed to Antonio Onorato, Manager of Finance, at the following email address: aonorato@nctpa.net. Response to all questions submitted will be answered in accordance with the procurement schedule for this RFP.

Proposals must be received no later than **2:00 PM (local time)**, on **August 22, 2014**.

Late proposals will not be considered. E-mailed proposals will not be accepted.

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

Napa County Transportation and Planning Agency
ATTN: Procurement – RFP # 2014-03
625 Burnell Street
Napa, CA 94559

All correspondence and transmittals should be complete, sealed, and clearly marked as “**Proposal Submittal RFP # 2014-03**” and should indicate the date and time of RFP closing. The proposer must submit an original proposal and seven (7) copies (eight (8) in total).

We look forward to receiving a proposal from your firm.

Sincerely,



for Kate Miller
Executive Director

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PROCUREMENT SCHEDULE

KEY RFP DATES

Issue Date:	July 18, 2014
Pre-proposal Conference:	None scheduled.
Deadline for Submitting Written Questions:	August 4, 2014 @2:00 PM local time
Answers to Written Questions Posted:	August 6, 2014, 2014
Deadline for Proposal Submittal:	August 22, 2014 @ 2:00 PM local time
Interviews: (optional)	None scheduled.
Final Selection:	September 2014
Award Contract:	September/October 2014

Request for Proposal (RFP #2014-03)

Fueling Services

SECTION 1 – INTRODUCTION

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

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

NCTPA also operates the Napa VINE transit services. Napa VINE provides inter-county/city transit services between Napa Valley Cities, towns and the Counties of Sonoma, Solano, and Contra Costa. Napa VINEGo is the companion paratransit service for Napa County's residents. In addition, the VINE suite of services includes American Canyon Transit, Street Helena Transit, the Yountville Trolley, the Calistoga Shuttle, and a shared vehicle program.

Except for four vehicles, the entire fleet is housed at the Jackson Street Maintenance Facility located at 720 Jackson Street in the City of Napa, California. All vehicles are presently fueled off-site at retail facilities. NCTPA's fleet is made up of various size vehicles from automobiles and 20' paratransit vans to 40' transit buses that use various fuel types. A copy of the vehicle fleet list is included as Attachment A-1. Vehicles are fueled between the hours of 5:00 PM and 3:00 AM. In the most recent quarter, NCTPA vehicles used on monthly average 14,190 gallons of diesel, 11,791 gallons of gasoline, and 8,941 GGE of CNG. The mix of fuel use is subject to change depending upon vehicle utilization.

Bids should be structured as fixed price per gallon plus a fixed mark up (OPIS +).

SECTION 2 - INSTRUCTIONS TO PROPOSERS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held in accordance with the procurement schedule established for this RFP. All prospective proposers are strongly encouraged to attend. Attendance is not mandatory. Location will be at the NCTPA offices, 625 Burnell Street, Napa, CA 94559 unless otherwise specified.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA/CLARIFICATIONS

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend.

All inquiries pertaining to this RFP should be emailed to Mr. Antonio Onorato, Manager of Finance, at the following email address: aonorato@nctpa.net. Questions submitted after the deadline established in the procurement schedule will not be answered.

D. SUBMISSION OF PROPOSALS

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

Napa County Transportation and Planning Agency
ATTN: Procurement – RFP #2014-03
625 Burnell Street
Napa, CA 94559

The Proposer shall submit eight (1 original plus 7 copies for a total of 8) hard copies and one (1) electronic CD copy in PDF format of its proposal in a sealed envelope, addressed as noted above, bearing the proposer's name and address, and clearly marked as follows:

"Proposal Submittal - NCTPA RFP # 2014-03"

Proposals must be received in accordance with the Procurement Schedule. Late proposals will not be considered.

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

1. Any protest alleging improprieties in a solicitation process or in solicitation documents must be filed in accordance with the time lines established by the NCTPA Procurement Policy prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by NCTPA. Any protest based on such grounds not timely filed will not be considered by NCTPA.
2. Any protests regarding the evaluation of bids or proposals by NCTPA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NCTPA in accordance with the timelines established by the NCTPA Procurement Policy after the NCTPA's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by NCTPA.

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

E. WITHDRAWAL OF PROPOSAL SUBMITTAL

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

F. RIGHTS OF NCTPA

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

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

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

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

G. CONTRACT TYPE

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

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

The above factors will be taken into account during contract negotiations. Substantial exceptions to the agreement may be determined by the Agency, at its sole discretion, to be unacceptable and the Agency will proceed with negotiations with the next highest ranked firm.

SECTION 3 - FORMAT AND CONTENT OF PROPOSAL

A. FORMAT

1. Proposal

Proposals shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. Eight (1 original plus 7 for a total of 8) hard copies and one (1) electronic CD copy in PDF format of your RFP submittal.

INSTRUCTIONS TO PROPOSERS.

The proposal shall not exceed a total of the equivalent of thirty (30) single sided pages. RFP submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three tabloid-sized (11" x 17") pages. General Information Form, transmittal letter and resumes are excluded from the total page count. Resumes should be limited to no more than two (2) pages in length. Each tabloid-size page is considered one page for the total page count. Loose-leaf or binder-clipped RFP submittals will not be accepted. Font size shall be at least 12 point.

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

2. Cost Proposal

A cost proposal must be submitted. The cost proposal should be stated for the term of the contract and must be fixed using the OPIS rack average (not the branded average) on the day the fuel is purchased plus a fixed mark-up or minus discount. No guarantee is made that a specific amount of fuel will be purchased. Fuel purchased outside Napa County may be priced on the applicable OPIS rack average price for the location where the fuel was purchased on the date purchased.

B. CONTENT

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

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- QUALIFICATIONS OF PROPOSER
- STAFFING AND ORGANIZATION
- COST PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 30 page limit)

1. Title Page

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

2. Transmittal Letter

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

Address the cover letter as follows:

Kate Miller
Executive Director
Napa County Transportation and Planning Agency
625 Burnell Street
Napa, CA 94559

3. Executive Summary

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken.

4. Qualifications of Proposers

This section should include a brief description of the proposer's qualifications and previous experience on similar or related engagements. The proposer who is awarded the contract for this work will be required to comply with all applicable federal, state, regional and local requirements

5. Staffing and Project Organization

This section should identify key personnel who will be assigned the NCTPA and their experience.

6. Cost Proposal

The cost proposal should be stated for the term of the contract and must be fixed using the OPIS rack average (not the branded average) on the day the fuel is purchased plus a fixed mark-up or minus discount. No guarantee is made that a specific amount of fuel will be purchased. Fuel purchased outside Napa County may be priced on the applicable OPIS rack average price for the location where the fuel was purchased on the date purchased.

7. Exceptions to the Agreement

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

8. Appendices

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

SECTION 4 - SCOPE OF SERVICES TO BE PROVIDED

The work to be performed under contract based on this RFP is described in the Scope of Work attached hereto as ATTACHMENT A and hereby incorporated herein. This proposal also solicits and Alternative 1 proposal. Proposers may submit on both fueling on-site and/or offsite in any combination

SECTION 5 - REQUIRED QUALIFICATIONS

The NCTPA seeks a motivated, skilled and enthusiastic professional team to be accountable and deliver innovative, high quality fueling services. **Proposer must be licensed by the State of California and the United States to conduct business and to fuel transit vehicles as proposed.**

SECTION 6 - EVALUATION AND QUALIFICATIONS

A. EVALUATION METHOD

NCTPA will review and evaluate all proposals deemed responsive to this request by the Evaluation Selection Recommendation Committee (ESRC) in accordance with NCTPA's Procurement Policies and Procedures Manual. Each of the firms will be ranked by the ESRC based on the criteria listed in this section.

B. FINAL SELECTION DETERMINATION

Following the ESRC's analysis of the written proposals and possible follow up discussions, NCTPA will enter into negotiations with the highest ranked firm. If negotiations with this firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations will proceed with the second highest ranked firm from the proposal list, and so forth.

C. CONTRACT NEGOTIATION

Upon conclusion of the interviews, if any, and best and final offer, if any, NCTPA will enter into contract negotiations with the finalist. The final negotiated contract will be submitted to the NCTPA Board for approval if applicable.

D. EVALUATION AND SCORING CRITERIA

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NCTPA, and/or other outside agencies, will review the proposals submitted and score them numerically.

The product of the selection process will be to award a contract with the top rank firm, as recommended by the ESRC. The following criteria and point system will be used to evaluate the RFP:

1. Location of fueling sites proposed (25 points.);
2. Fuel Service Management Hardware and Software (20 points.); and
3. Cost - The most advantageous cost proposal presenting the best value to the NCTPA (55 points).

SECTION 7 - AWARD

In accordance with NCTPA's Procurement Policies and Procedures Manual, the ESRC will review and evaluate the proposal based on the criteria established above. The NCTPA will enter into negotiations with the highest ranked firm. If negotiations with this firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations may proceed with the second highest ranked firm from the proposal list, and so forth. Each proposal should be submitted with the most favorable terms from both price and technical perspectives.

SECTION 8 - NON-DISCRIMINATION

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

Proposers shall include the non-discrimination and compliance provisions of the above

clause in all subcontracts to perform work under this contract.

SECTION 9 - LEVINE ACT

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

SECTION 10 - NCTPA DBE REQUIREMENTS

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

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

SECTION 11 - INDEMNIFICATION AND INSURANCE REQUIREMENTS

Insurance requirements for this RFP are set forth in ATTACHMENT C, NCTPA Sample Professional Service Agreement for Services, Section 7 – Insurance and Section 8 – Hold Harmless / Defense / Indemnification.

All inquiries pertaining to this RFP should be emailed to Antonio Onorato, Manager of Finance, at the following email address: aonorato@nctpa.net in accordance with the procurement schedule. Responses to all questions submitted by the question deadline

that may have a material impact on the proposal will be posted on the NCTPA website:
www.nctpa.net.

Late proposals will not be considered.

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

Napa County Transportation and Planning Agency
ATTN: Procurement – RFP # 2014-03
625 Burnell Street
Napa, CA 94559

Attachments follow.

ATTACHMENT A

SCOPE OF WORK

Proposers can propose for both Alternative 1 and Alternative 2 or just one fueling alternative.

All proposals should be for a term of two (2) years with an additional two one (1) year options.

ALTERNATE 1

The NCTPA seeks proposals for the off-site fueling of these vehicles in a proposer owned/operated facility, as follows:

- 1) Provide 24 hour access 365 days a year to NCTPA's transit vehicles and be capable of fueling NCTPA transit vehicles at current levels of use.
- 2) The fueling service shall provide 87 octane unleaded gasoline, ultra low sulphur diesel, and compressed natural gas suitable for the NCTPA fleet of transit vehicles in quantities sufficient to meet daily needs. Vendors may propose separately by fuel type.
- 3) The location of the site(s) shall be designated in the proposal. The fueling site(s) proximity to the NCTPA bus maintenance yard at 720 Jackson Street, Napa, CA, shall be stated in the proposal. The fueling site(s) should provide full access to large transit vehicles from public highways.
- 4) The vendor is responsible for maintenance and operation of its facilities/vehicles and compliance with all federal, state, county and city laws and/or regulations.
- 5) Vendors shall provide a fuel management system and fuel management software. The fuel management system shall include, but not be limited to the following:
 - The proposed system should provide monitoring, configurable reporting, and real time oversight of the fuel service by NCTPA.
 - The proposed system must capture fuel and vehicle usage data including type and quantity of fuel, transaction cost, transaction date and time, location and vehicle odometer reading.
 - The proposed system must have the ability to export fuel and vehicle data in a Microsoft Excel format or a format approved by NCTPA.
 - The proposed system should be web-accessible by NCTPA staff and no purchase of software or installation/maintenance of hardware or software should be required by the NCTPA.

ALTERNATE 2

As Alternate 1 to the request for proposals for fueling services, NCTPA seeks proposals for on-site fueling of its vehicles at the 720 Jackson Street Bus Maintenance Facility utilizing proposer's vehicles and personnel. This fueling service scope of work is similar to the off-site in that:

1. The Vendor shall provide fueling services 365 days a year and be capable of daily fueling of NCTPA transit vehicles at current levels of use. The proposers' on-site fueling crew will refuel the NCTPA transit fleet daily during evening hours.
2. The fueling service shall provide 87 octane unleaded gasoline, ultra low sulphur diesel, and compressed natural gas suitable for the NCTPA fleet of transit vehicles in quantities sufficient to meet daily needs. Vendors may propose separately by fuel type.
3. The vendor is responsible for maintenance and operation of its facilities/vehicles and compliance with all federal, state, county and city laws and/or regulations. In particular, proposers should be familiar with the new National Pollutant Discharge Elimination System (NPDES) Municipal Storm Water Permit that all jurisdictions within Napa County must comply with and enforce. This new permit includes stringent requirements that can, at times, be costly but must be implemented to protect storm water runoff.
4. The vendor is responsible for including the cost of permits and meeting any and all regulations associated with fueling operations NCTPA's maintenance site(s) in their proposal.
5. The vendor shall provide fuel management system and fuel management software. The fuel management system shall include, but not be limited to the following:
 - The proposed system should provide monitoring, configurable reporting, and real time oversight of the fuel service by NCTPA.
 - The proposed system must capture fuel and vehicle usage data including type and quantity of fuel, transaction cost, transaction date and time, location and vehicle odometer reading.
 - The proposed system must have the ability to export fuel and vehicle data in a Microsoft Excel format or a format approved by NCTPA.
 - The proposed system should be web-accessible by NCTPA staff and no purchase of software or installation/maintenance of hardware or software should be required by the NCTPA.

Attachment A-1: NCTPA Current Fleet Schedule - Continued				
Vehicle Year	Make/Model	Fuel Type	FIXED/PARATRANSIT	LENGTH
2007	Ford E-450	Unleaded	Paratransit	23'
2011	FORD/GALVAL	Unleaded	Paratransit	23'
2011	FORD/GALVAL	Unleaded	Paratransit	23'
2011	FORD/GALVAL	Unleaded	Paratransit	23'
2012	FORD/GALVAL	Unleaded	Paratransit	23'
2012	FORD/GALVAL	Unleaded	Paratransit	23'
2012	FORD/GALVAL	Unleaded	Paratransit	23'

2000	Supreme/Trly	DIESEL	FIXED RT	33'
2012	Ford/Trolley	Unleaded	Yountville	31'

2011	FORD/EL D	Unleaded	Paratransit	21'
2011	FORD/EL D	Unleaded	Paratransit	21'

2011	FORD/EI D	Unleaded	Paratransit	21'
2011	FORD/EI D	Unleaded	Paratransit	21'

2004	Ford Aerotech	Unleaded	Paratransit	23'
2005	Ford Econo	Unleaded	Paratransit	24'

2001	DODGE/TRK	UNLEADED	Shop Trk
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2000	Dodge/Ram 2500	Unleaded	Support
2010	Ford Truck	Unleaded	Support
2010	Ford Fusion	Unleaded	Support
2010	Ford Fusion	Unleaded	Support
2010	Ford Fusion	Unleaded	Support

2004	Ford Aerotech	Unleaded	Paratransit	23'
1999	Ford Aerotech	Unleaded	Paratransit	23'
1999	Ford Aerotech	Unleaded	Paratransit	23'
1999	Ford Aerotech	Unleaded	Paratransit	22'

ATTACHMENT B

GENERAL INFORMATION FORM

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

Legal Name of Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Firm's Fax Number:

NCTPA DBE

NCTPA LBE

DBE

None

Type of Organization:

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

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

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

NCTPA DBE

DBE

None

Signature, Name and Title of Person Signing

ATTACHMENT C

NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT

Please refer to our website www.nctpa.net/agreements-forms for a sample Professional Service Agreement/PSA. If this is a federally funded procurement, the federally required clauses will be included.

ATTACHMENT D

FEDERAL REQUIRED CONTRACT CLAUSES

Please refer to our website www.nctpa.net/agreements-forms for content of Federal required clauses.

Federal Required and Other Model Contract Clauses

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

* Procurement of items designated by EPA - 40CFR247

January 2007

RASTO:\Procurement\Procedures\FTA Required Clauses Chart.xlsorims

EXHIBIT B
COMPENSATION RATES
(see attached)



Cost Proposal

- To follow is Hunt & Sons, Inc cost proposal for NCTPA fleet fueling requirements via cardlock locations owned by Hunt & Sons:

Addresses of Hunt Owned cardlock locations:

- 1) 221 Devlin Road
Napa, CA
Opening January 1, 2015
- 2) 630 Noyes Court
Benicia, CA

We propose the following price at the noted locations:

- OPIS average SF Bay Area plus \$0.08 per gallon priced each day purchased
- For cardlock locations not owned by Hunt & Sons, Inc (sites not listed above) , we propose to price as follows:
 - OPIS average SF Bay Area plus \$0.14 per gallon priced each day purchased

For any retail locations used (i.e. Chevron, Shell, etc.), we propose the following price:

- Post retail location price minus \$0.03 per gallon

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)

AGREEMENT NO. NCTPA 14-20

THIS AGREEMENT is made and entered into as of this 1st day of January, 2015, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and **Napa Valley Petroleum, Inc.** whose mailing address is **257 South Kelly Road, American Canyon, CA 94503**, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NCTPA wishes to obtain fueling services for its transit fleet vehicles;
and

WHEREAS, NCTPA has authorized the NCTPA Executive Director to enter into a contract for services at its December 17, 2014 meeting; and

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

TERMS

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

1. Term of the Agreement.

(a) The term of this Agreement shall commence on the date first above written and **shall expire on December 31, 2016**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

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

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

3. **Compensation.**

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

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

4. **Method of Payment.**

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

(b) Electronic Statements. Vendor shall provide electronic statement of services provided no later than 5 days after performance period. Digital file should be in a format that can be converted to a Comma separated values (.csv) or Excel (.xlsx).

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

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NCTPA employees for any purpose,

including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCTPA may monitor the work performed by CONTRACTOR. NCTPA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of

or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR
David M. Massey
President
257 South Kelly Road
American Canyon, CA 94503

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

herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCTPA employees or contractors.

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

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

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

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

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

17. **No Assignments or Subcontracts.**

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

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in

organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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

19. **Interpretation; Venue.**

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

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

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

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

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

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

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

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

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

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

24. **Conflict of Interest.**

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

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

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of

six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NCTPA from publishing or otherwise distributing applications and information regarding NCTPA job openings where such publication or distribution is directed to the general public.

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

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

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

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

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.

“NCTPA”

“CONTRACTOR”

Napa Valley Petroleum, Inc.

By _____
Kate Miller, Executive Director

By _____
David M. Massey, President

ATTEST:

By _____
Karalyn E. Sanderlin, Board Secretary

By _____
NAME, Position

Approved as to Form:

By _____
NCTPA Counsel

EXHIBIT A

SCOPE OF SERVICES

(see attached)

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

Proposal Submittal RFP #2014-03
August 22, 2014 2:00 pm local time
Napa Valley Petroleum, Inc.
P.O. Box 2670
Napa, CA 94558
707-252-6888

Contact person:
David M. Massey

August 22, 2014

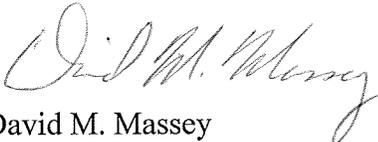
Kate Miller
Executive Director
Napa County Transportation and Planning Agency
625 Burnell Street
Napa, CA 94559

RE: RFP #2014-03 transmittal letter

Dear Ms. Miller,

The attached RFP proposal will be valid for 180 days from the date of acceptance. All correspondence shall be directed to me, David Massey, as I am the authorized person to negotiate this contract. Please note my contact information below.

Thank you,



David M. Massey
President
Napa Valley Petroleum, Inc.
P.O. Box 2670
Napa, CA 94558
707-252-6888
davem@napavalleypetroleum.com

Executive Summary & Qualifications

In submitting this proposal, Napa Valley Petroleum, Inc. intends to meet the fueling requirements and standards set forth by following our existing pattern of service to NCTPA. Our intention is to comply with all components of Alternate 1, off-site fueling.

Napa Valley Petroleum maintains a proprietary fueling card system at our primary location for NCTPA vehicles at Lincoln Avenue Chevron, 695 Lincoln Ave., Napa, CA, which is approximately .2 miles from the current Jackson St. maintenance facility. Five additional fueling sites are within Napa county as alternatives.

NVP has a long history of service to NCPTA and its fleet. Our fueling sites are open 24 hours for card activated fueling. The sites are attended approximately 18 hours per day to assist with fueling or card problems. Attendants have authority to allow manually operated fueling should fuel card problems arise. All sites are additionally monitored with security cameras. Emergency systems, including shut-off switches, fire extinguishers, and 24 hour monitored telephone numbers are available.

All accounting and card services are provided directly through our main office at 257 South Kelly Road in American Canyon to insure rapid response to our customer's needs.

NVP provides fleet fueling services to hundreds of regional customers including local city, county, and governmental agency fleet.

Staffing and Project Organization

Napa Valley Petroleum organizational structure is designed to provide responsive customer service throughout the chain of command, from the initial fueling contact at the station level, to company ownership.

Our employees are given the authority to activate manual fueling procedures in the event of fuel card or other associated problems. Key operational personnel are available 24/7 by cell phone.

David Massey
President – owner
Cell: 707-974-3229

Robert Payan
Retail General Manager
Cell: 707-815-4720

Tiffani Vizza
Office Manager – owner
707-815-2461

Melissa Abueg
Accounting – card services
Office: 707-252-6888

Cost Proposal

PRODUCT

PRICE BASIS

Diesel Fuel Ultra low sulfur

OPIS rack average plus \$.16 per gallon

Gasoline – 87 octane

OPIS rack average plus \$.18 per gallon

- Card creation or replacement at no charge.
- Account maintenance or reporting at no charge.
- Emergency card lock-out - no charge.
- Payment terms: net 30 days.
- Cost proposal will be for contract term of two (2) years with an additional two (1) year option.

Exceptions to Agreement

NVP has no exceptions to the NCTPA Professional Service Agreement, including insurance and indemnification sections.

Appendices:

NVP has no data to report.

RE: Scope of work – Alternate 1

- Napa Valley Petroleum, through its proprietary card system, will provide 24 hour access, 365 days per year for NCTPA vehicle fueling of gasoline and diesel fuel. Compressed Natural Gas is not part of our bid proposal.
- Primary fueling site will be Lincoln Avenue Chevron at 695 Lincoln Ave. This location is approximately .2 miles from NCTPA maintenance yard, and has large vehicle access.
- Alternative sites included to provide fuel access in case of maintenance restrictions or emergency:
 1. Salvador Chevron – 1895 Salvador Ave, Napa
 2. Redwood Chevron – 2008 Redwood Rd, Napa
 3. Kelly Rd Cardlock – 257 South Kelly Rd, American Canyon
 4. St. Helena Chevron – 1400 Main St., St. Helena
 5. St. Helena/NVP – 1153 Main St., St. Helena
- Fuel reporting and data capture provided through proprietary data software and will include itemized invoice reports and digitized reporting as currently provided.
- All current grades of gasoline and ultra low sulfur diesel are available. Additional storage is available should alternative fuels be requested.
- Facilities comply with all Federal, State, and local regulations with respect to environmental, health, and safety requirements.

REQUEST FOR PROPOSALS

To provide

Fueling Services

(RFP # 2014-03)

Dear Proposers:

The Napa County Transportation and Planning Agency (NCTPA) is issuing a Request for Proposals (RFP) for fueling services for NCTPA and its affiliate transit services, including Vine Transit, VineGo Paratransit Services, American Canyon Transit, Yountville Trolley, Street Helena Shuttle, and the Calistoga Shuttle. NCTPA invites firms or individuals qualified that possess qualifications, experience and knowledge to submit a proposal.

Any contract to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above).

To obtain a full copy of the RFP, please contact NCTPA office at (707) 259-8779 or download the document in PDF format from our website www.nctpa.net. All inquiries pertaining to this RFP should be emailed to Antonio Onorato, Manager of Finance, at the following email address: aonorato@nctpa.net. Response to all questions submitted will be answered in accordance with the procurement schedule for this RFP.

Proposals must be received no later than **2:00 PM (local time)**, on **August 22, 2014**.

Late proposals will not be considered. E-mailed proposals will not be accepted.

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

Napa County Transportation and Planning Agency
ATTN: Procurement – RFP # 2014-03
625 Burnell Street
Napa, CA 94559

All correspondence and transmittals should be complete, sealed, and clearly marked as "**Proposal Submittal RFP # 2014-03**" and should indicate the date and time of RFP closing. The proposer must submit an original proposal and seven (7) copies (eight (8) in total).

We look forward to receiving a proposal from your firm.

Sincerely,



for Kate Miller
Executive Director

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PROCUREMENT SCHEDULE

KEY RFP DATES

Issue Date:	July 18, 2014
Pre-proposal Conference:	None scheduled.
Deadline for Submitting Written Questions:	August 4, 2014 @2:00 PM local time
Answers to Written Questions Posted:	August 6, 2014, 2014
Deadline for Proposal Submittal:	August 22, 2014 @ 2:00 PM local time
Interviews: (optional)	None scheduled.
Final Selection:	September 2014
Award Contract:	September/October 2014

Request for Proposal (RFP #2014-03)

Fueling Services

SECTION 1 – INTRODUCTION

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

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

NCTPA also operates the Napa VINE transit services. Napa VINE provides inter-county/city transit services between Napa Valley Cities, towns and the Counties of Sonoma, Solano, and Contra Costa. Napa VINEGo is the companion paratransit service for Napa County's residents. In addition, the VINE suite of services includes American Canyon Transit, Street Helena Transit, the Yountville Trolley, the Calistoga Shuttle, and a shared vehicle program.

Except for four vehicles, the entire fleet is housed at the Jackson Street Maintenance Facility located at 720 Jackson Street in the City of Napa, California. All vehicles are presently fueled off-site at retail facilities. NCTPA's fleet is made up of various size vehicles from automobiles and 20' paratransit vans to 40' transit buses that use various fuel types. A copy of the vehicle fleet list is included as Attachment A-1. Vehicles are fueled between the hours of 5:00 PM and 3:00 AM. In the most recent quarter, NCTPA vehicles used on monthly average 14,190 gallons of diesel, 11,791 gallons of gasoline, and 8,941 GGE of CNG. The mix of fuel use is subject to change depending upon vehicle utilization.

Bids should be structured as fixed price per gallon plus a fixed mark up (OPIS +).

SECTION 2 - INSTRUCTIONS TO PROPOSERS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held in accordance with the procurement schedule established for this RFP. All prospective proposers are strongly encouraged to attend. Attendance is not mandatory. Location will be at the NCTPA offices, 625 Burnell Street, Napa, CA 94559 unless otherwise specified.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA/CLARIFICATIONS

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend.

All inquiries pertaining to this RFP should be emailed to Mr. Antonio Onorato, Manager of Finance, at the following email address: aonorato@nctpa.net. Questions submitted after the deadline established in the procurement schedule will not be answered.

D. SUBMISSION OF PROPOSALS

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

Napa County Transportation and Planning Agency
ATTN: Procurement – RFP #2014-03
625 Burnell Street
Napa, CA 94559

The Proposer shall submit eight (1 original plus 7 copies for a total of 8) hard copies and one (1) electronic CD copy in PDF format of its proposal in a sealed envelope, addressed as noted above, bearing the proposer's name and address, and clearly marked as follows:

"Proposal Submittal - NCTPA RFP # 2014-03"

Proposals must be received in accordance with the Procurement Schedule. Late proposals will not be considered.

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

1. Any protest alleging improprieties in a solicitation process or in solicitation documents must be filed in accordance with the time lines established by the NCTPA Procurement Policy prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by NCTPA. Any protest based on such grounds not timely filed will not be considered by NCTPA.
2. Any protests regarding the evaluation of bids or proposals by NCTPA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NCTPA in accordance with the timelines established by the NCTPA Procurement Policy after the NCTPA's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by NCTPA.

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

E. WITHDRAWAL OF PROPOSAL SUBMITTAL

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

F. RIGHTS OF NCTPA

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

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

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

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

G. CONTRACT TYPE

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

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

The above factors will be taken into account during contract negotiations. Substantial exceptions to the agreement may be determined by the Agency, at its sole discretion, to be unacceptable and the Agency will proceed with negotiations with the next highest ranked firm.

SECTION 3 - FORMAT AND CONTENT OF PROPOSAL

A. FORMAT

1. Proposal

Proposals shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. Eight (1 original plus 7 for a total of 8) hard copies and one (1) electronic CD copy in PDF format of your RFP submittal.

INSTRUCTIONS TO PROPOSERS.

The proposal shall not exceed a total of the equivalent of thirty (30) single sided pages. RFP submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three tabloid-sized (11" x 17") pages. General Information Form, transmittal letter and resumes are excluded from the total page count. Resumes should be limited to no more than two (2) pages in length. Each tabloid-size page is considered one page for the total page count. Loose-leaf or binder-clipped RFP submittals will not be accepted. Font size shall be at least 12 point.

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

2. Cost Proposal

A cost proposal must be submitted. The cost proposal should be stated for the term of the contract and must be fixed using the OPIS rack average (not the branded average) on the day the fuel is purchased plus a fixed mark-up or minus discount. No guarantee is made that a specific amount of fuel will be purchased. Fuel purchased outside Napa County may be priced on the applicable OPIS rack average price for the location where the fuel was purchased on the date purchased.

B. CONTENT

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

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- QUALIFICATIONS OF PROPOSER
- STAFFING AND ORGANIZATION
- COST PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 30 page limit)

1. Title Page

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

2. Transmittal Letter

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

Address the cover letter as follows:

Kate Miller
Executive Director
Napa County Transportation and Planning Agency
625 Burnell Street
Napa, CA 94559

3. Executive Summary

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken.

4. Qualifications of Proposers

This section should include a brief description of the proposer's qualifications and previous experience on similar or related engagements. The proposer who is awarded the contract for this work will be required to comply with all applicable federal, state, regional and local requirements

5. Staffing and Project Organization

This section should identify key personnel who will be assigned the NCTPA and their experience.

6. Cost Proposal

The cost proposal should be stated for the term of the contract and must be fixed using the OPIS rack average (not the branded average) on the day the fuel is purchased plus a fixed mark-up or minus discount. No guarantee is made that a specific amount of fuel will be purchased. Fuel purchased outside Napa County may be priced on the applicable OPIS rack average price for the location where the fuel was purchased on the date purchased.

7. Exceptions to the Agreement

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

8. Appendices

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

SECTION 4 - SCOPE OF SERVICES TO BE PROVIDED

The work to be performed under contract based on this RFP is described in the Scope of Work attached hereto as ATTACHMENT A and hereby incorporated herein. This proposal also solicits and Alternative 1 proposal. Proposers may submit on both fueling on-site and/or offsite in any combination

SECTION 5 - REQUIRED QUALIFICATIONS

The NCTPA seeks a motivated, skilled and enthusiastic professional team to be accountable and deliver innovative, high quality fueling services. **Proposer must be licensed by the State of California and the United States to conduct business and to fuel transit vehicles as proposed.**

SECTION 6 - EVALUATION AND QUALIFICATIONS

A. EVALUATION METHOD

NCTPA will review and evaluate all proposals deemed responsive to this request by the Evaluation Selection Recommendation Committee (ESRC) in accordance with NCTPA's Procurement Policies and Procedures Manual. Each of the firms will be ranked by the ESRC based on the criteria listed in this section.

B. FINAL SELECTION DETERMINATION

Following the ESRC's analysis of the written proposals and possible follow up discussions, NCTPA will enter into negotiations with the highest ranked firm. If negotiations with this firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations will proceed with the second highest ranked firm from the proposal list, and so forth.

C. CONTRACT NEGOTIATION

Upon conclusion of the interviews, if any, and best and final offer, if any, NCTPA will enter into contract negotiations with the finalist. The final negotiated contract will be submitted to the NCTPA Board for approval if applicable.

D. EVALUATION AND SCORING CRITERIA

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NCTPA, and/or other outside agencies, will review the proposals submitted and score them numerically.

The product of the selection process will be to award a contract with the top rank firm, as recommended by the ESRC. The following criteria and point system will be used to evaluate the RFP:

1. Location of fueling sites proposed (25 points.);
2. Fuel Service Management Hardware and Software (20 points.); and
3. Cost - The most advantageous cost proposal presenting the best value to the NCTPA (55 points).

SECTION 7 - AWARD

In accordance with NCTPA's Procurement Policies and Procedures Manual, the ESRC will review and evaluate the proposal based on the criteria established above. The NCTPA will enter into negotiations with the highest ranked firm. If negotiations with this firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations may proceed with the second highest ranked firm from the proposal list, and so forth. Each proposal should be submitted with the most favorable terms from both price and technical perspectives.

SECTION 8 - NON-DISCRIMINATION

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

Proposers shall include the non-discrimination and compliance provisions of the above

clause in all subcontracts to perform work under this contract.

SECTION 9 - LEVINE ACT

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

SECTION 10 - NCTPA DBE REQUIREMENTS

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

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

SECTION 11 - INDEMNIFICATION AND INSURANCE REQUIREMENTS

Insurance requirements for this RFP are set forth in ATTACHMENT C, NCTPA Sample Professional Service Agreement for Services, Section 7 – Insurance and Section 8 – Hold Harmless / Defense / Indemnification.

All inquiries pertaining to this RFP should be emailed to Antonio Onorato, Manager of Finance, at the following email address: aonorato@nctpa.net in accordance with the procurement schedule. Responses to all questions submitted by the question deadline

that may have a material impact on the proposal will be posted on the NCTPA website:
www.nctpa.net.

Late proposals will not be considered.

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

Napa County Transportation and Planning Agency
ATTN: Procurement – RFP # 2014-03
625 Burnell Street
Napa, CA 94559

Attachments follow.

ATTACHMENT A

SCOPE OF WORK

Proposers can propose for both Alternative 1 and Alternative 2 or just one fueling alternative.

All proposals should be for a term of two (2) years with an additional two one (1) year options.

ALTERNATE 1

The NCTPA seeks proposals for the off-site fueling of these vehicles in a proposer owned/operated facility, as follows:

- 1) Provide 24 hour access 365 days a year to NCTPA's transit vehicles and be capable of fueling NCTPA transit vehicles at current levels of use.
- 2) The fueling service shall provide 87 octane unleaded gasoline, ultra low sulphur diesel, and compressed natural gas suitable for the NCTPA fleet of transit vehicles in quantities sufficient to meet daily needs. Vendors may propose separately by fuel type.
- 3) The location of the site(s) shall be designated in the proposal. The fueling site(s) proximity to the NCTPA bus maintenance yard at 720 Jackson Street, Napa, CA, shall be stated in the proposal. The fueling site(s) should provide full access to large transit vehicles from public highways.
- 4) The vendor is responsible for maintenance and operation of its facilities/vehicles and compliance with all federal, state, county and city laws and/or regulations.
- 5) Vendors shall provide a fuel management system and fuel management software. The fuel management system shall include, but not be limited to the following:
 - The proposed system should provide monitoring, configurable reporting, and real time oversight of the fuel service by NCTPA.
 - The proposed system must capture fuel and vehicle usage data including type and quantity of fuel, transaction cost, transaction date and time, location and vehicle odometer reading.
 - The proposed system must have the ability to export fuel and vehicle data in a Microsoft Excel format or a format approved by NCTPA.
 - The proposed system should be web-accessible by NCTPA staff and no purchase of software or installation/maintenance of hardware or software should be required by the NCTPA.

ALTERNATE 2

As Alternate 1 to the request for proposals for fueling services, NCTPA seeks proposals for on-site fueling of its vehicles at the 720 Jackson Street Bus Maintenance Facility utilizing proposer's vehicles and personnel. This fueling service scope of work is similar to the off-site in that:

1. The Vendor shall provide fueling services 365 days a year and be capable of daily fueling of NCTPA transit vehicles at current levels of use. The proposers' on-site fueling crew will refuel the NCTPA transit fleet daily during evening hours.
2. The fueling service shall provide 87 octane unleaded gasoline, ultra low sulphur diesel, and compressed natural gas suitable for the NCTPA fleet of transit vehicles in quantities sufficient to meet daily needs. Vendors may propose separately by fuel type.
3. The vendor is responsible for maintenance and operation of its facilities/vehicles and compliance with all federal, state, county and city laws and/or regulations. In particular, proposers should be familiar with the new National Pollutant Discharge Elimination System (NPDES) Municipal Storm Water Permit that all jurisdictions within Napa County must comply with and enforce. This new permit includes stringent requirements that can, at times, be costly but must be implemented to protect storm water runoff.
4. The vendor is responsible for including the cost of permits and meeting any and all regulations associated with fueling operations NCTPA's maintenance site(s) in their proposal.
5. The vendor shall provide fuel management system and fuel management software. The fuel management system shall include, but not be limited to the following:
 - The proposed system should provide monitoring, configurable reporting, and real time oversight of the fuel service by NCTPA.
 - The proposed system must capture fuel and vehicle usage data including type and quantity of fuel, transaction cost, transaction date and time, location and vehicle odometer reading.
 - The proposed system must have the ability to export fuel and vehicle data in a Microsoft Excel format or a format approved by NCTPA.
 - The proposed system should be web-accessible by NCTPA staff and no purchase of software or installation/maintenance of hardware or software should be required by the NCTPA.

Attachment A-1: NCTPA Current Fleet Schedule - Continued

Vehicle Year	Make/Model	Fuel Type	FIXED/PARATRANSIT	LENGTH
2007	Ford E-450	Unleaded	Paratransit	23'
2011	FORD/GALVAL	Unleaded	Paratransit	23'
2011	FORD/GALVAL	Unleaded	Paratransit	23'
2011	FORD/GALVAL	Unleaded	Paratransit	23'
2012	FORD/GALVAL	Unleaded	Paratransit	23'
2012	FORD/GALVAL	Unleaded	Paratransit	23'
2012	FORD/GALVAL	Unleaded	Paratransit	23'

2000	Supreme/Trly	DIESEL	FIXED RT	33'
2012	Ford/Trolley	Unleaded	Yountville	31'

2011	FORD/EL D	Unleaded	Paratransit	21'
2011	FORD/EL D	Unleaded	Paratransit	21'

2011	FORD/EI D	Unleaded	Paratransit	21'
2011	FORD/EI D	Unleaded	Paratransit	21'

2004	Ford Aerotech	Unleaded	Paratransit	23'
2005	Ford Econo	Unleaded	Paratransit	24'

2001	DODGE/TRK	UNLEADED	Shop Trk
------	-----------	----------	----------

2000	Dodge/Ram 2500	Unleaded	Support
2010	Ford Truck	Unleaded	Support
2010	Ford Fusion	Unleaded	Support
2010	Ford Fusion	Unleaded	Support
2010	Ford Fusion	Unleaded	Support

2004	Ford Aerotech	Unleaded	Paratransit	23'
1999	Ford Aerotech	Unleaded	Paratransit	23'
1999	Ford Aerotech	Unleaded	Paratransit	23'
1999	Ford Aerotech	Unleaded	Paratransit	22'

ATTACHMENT B

GENERAL INFORMATION FORM

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

Legal Name of Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Firm's Fax Number:

NCTPA DBE

NCTPA LBE

DBE

None

Type of Organization:

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

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

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

NCTPA DBE

DBE

None

Signature, Name and Title of Person Signing

ATTACHMENT C

NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT

Please refer to our website www.nctpa.net/agreements-forms for a sample Professional Service Agreement/PSA. If this is a federally funded procurement, the federally required clauses will be included.

ATTACHMENT D

FEDERAL REQUIRED CONTRACT CLAUSES

Please refer to our website www.nctpa.net/agreements-forms for content of Federal required clauses.

Federal Required and Other Model Contract Clauses

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

* Procurement of items designated by EPA - 40CFR247

January 2007

RASTO:\Procurement\Procedures\FTA Required Clauses Chart.xlsorims

EXHIBIT B
COMPENSATION RATES
(see attached)

Cost Proposal

PRODUCT

PRICE BASIS

Diesel Fuel Ultra low sulfur

OPIS rack average plus \$.16 per gallon

Gasoline – 87 octane

OPIS rack average plus \$.18 per gallon

- Card creation or replacement at no charge.
- Account maintenance or reporting at no charge.
- Emergency card lock-out - no charge.
- Payment terms: net 30 days.
- Cost proposal will be for contract term of two (2) years with an additional two (1) year option.



December 17, 2014
Board Agenda Item 9.5
Continued From: NEW
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Associate Program Planner/Administrator
(707) 259-8327 / Email: dmeehan@nctpa.net
SUBJECT: Active Transportation Advisory Committee (ATAC) Member Appointment

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the appointment of James Eales to ATAC to fill the vacancy as representative for the Town of Yountville.

COMMITTEE RECOMMENDATION

The Active Transportation Advisory Committee (ATAC) recommends that the Napa County Transportation and Planning Agency (NCTPA) Board approve the appointment of James Eales to ATAC to fill the vacancy as representative for the Town of Yountville.

EXECUTICVE SUMMARY

Mr. James Eales, a teacher at Vintage High School commutes by bicycle from his home in the Town of Yountville to Napa. His commute has given him great insight to the challenges and concerns of both bicyclists and pedestrians within the community. Mr. Eales has interest in promoting and encouraging safe bicycling and walking by serving on the NCTPA Active Transportation Advisory Committee.

The Yountville Town Council recommended the appointment of Mr. Eales to serve as representative on the NCTPA Active Transportation Advisory Committee at their November 18, 2014 Town Council meeting.

PROCEDURAL REQUIREMENTS

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

FINANCIAL IMPACT

Is there a Fiscal Impact? No

BACKGROUND AND DISCUSSION

The Active Transportation Advisory Committee is made up of eleven members with representation that mirrors the voting structure of NCTPA Board. Committee structure consists of: five members from the City of Napa, two from Napa County and one member from each remaining jurisdiction. Mr. Eales appointment to the ATAC would fill a vacancy on the committee.

The Yountville Town Council appointed Mr. Eales at their November 18, 2014 meeting.

SUPPORTING DOCUMENTS

Attachment: (1) November 20, 2014 Town of Yountville Letter and Application



Town of Yountville
"The Heart of the Napa Valley"

November 20, 2014

Diana Meehan
Napa County Transportation & Planning Agency
625 Burnell Street
Napa, CA 94559

Re: NCTPA – Active Transportation Advisory Committee
Yountville Representative

Dear Diana:

At the Town Council Meeting held November 18, 2014, Council unanimously appointed James Eales to serve as the Yountville Representative to the NCTPA – Active Transportation Advisory Committee.

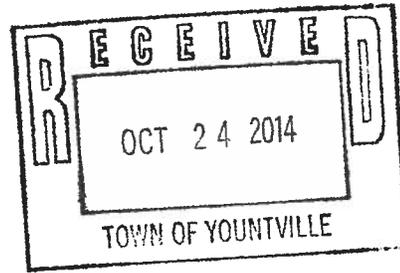
I have enclosed Mr. Eales' application for consideration and confirmation by the NCTPA Board. Please advise when you anticipate this item will be scheduled for consideration by the NCTPA Board.

Please contact me by telephone at 944-8851 or by email at mdahme@yville.com should you have any questions or need additional information.

Sincerely,

Michelle Dahme
Town Clerk

Enclosure



6468 Washington St., Spc. 170
Yountville, CA 94599
707-225-7020 (Home)
707-815-0086 (Cell)

October 24, 2014

Greetings!

With this letter I wish to express an interest in representing the citizens of Yountville as a member of the NCTPA Active Transportation Advisory Committee. I recently learned of the desire to fill such a position from Mike Costanzo, Executive Director of the Napa County Bicycle Coalition.

In November, 2013, my wife and I moved from Napa to Yountville. Since August, 2003, I have been employed as a teacher of U.S. History and World History courses at Napa's Vintage High School. From both Napa and Yountville, I have commuted to and from my workplace and home by bicycle, and during the past few years I have become somewhat knowledgeable of issues and concerns of both bicyclists and pedestrians of local communities within Napa County. I have reviewed the list of duties assigned to members of the NCTPA Active Transportation Advisory Committee, and I would be honored to serve local residents by spending time and effort promoting and encouraging safe bicycling and walking in Napa County as a member of the Committee.

I enthusiastically support the goal of making Napa County an even more bicycle- and pedestrian-friendly community. Toward that end, I look forward to meeting with members of Yountville's Town Council to learn more about how I may contribute.

Sincerely,

James Lee Eales



Napa County
Transportation
Planning Agency

Return Completed Application to:
Michelle Dahme, Town Clerk
Town of Yountville
6550 Yount Street
Yountville, CA 94599
Fax: 944-9619
email: mdahme@yville.com

APPLICATION FOR APPOINTMENT

**Town of Yountville Representative to the
NCTPA Active Transportation Advisory Committee**

1. Application for (Committee/Commission): NCTPA Active Transportation Advisory Committee.
2. Name: JAMES EALES
3. Address: YOUNTVILLE CA 94599
4. Mailing Address: (SAME)
5. Occupation: TEACHER, VINTAGE HIGH SCHOOL
6. Business Address: 1375 TROWER AVE., NAPA CA 94558
7. Home Telephone: _____ Business Telephone: _____
8. Educational and occupational background: B.A. SECONDARY EDUCATION,
M.A. HISTORY (MONTANA STATE UNIVERSITY)
9. Please list previous Committee/Commission experience and community participation (nature of activity and community location):
I AM AN AVID BICYCLIST, HIKER AND RUNNER.
I COMMUTE TO/FROM WORK BY BICYCLE - OFTEN -
AND I RIDE, WALK, RUN FOR FITNESS.
10. Please explain your reasons for wishing to serve on this committee/commission and how you feel that you can contribute.
I SHARE THE GOAL OF MANY RESIDENTS OF
NAPA COUNTY — TO MAKE OUR COMMUNITY AN EVEN
MORE BICYCLE/PEDESTRIAN FRIENDLY COMMUNITY AND TO
PROMOTE BICYCLE AND WALKING
SAFETY.

Signature: [Handwritten Signature] Date: 10/24/2014

6468 Washington St., Spc. 170
Yountville, CA 94599
(707) 225-7020

JAMES LEE EALES

Occupational Background

VINTAGE HIGH SCHOOL - Napa CA

8/2003 - Present

Social Studies Teacher

Taught United States History, World History, World Geography and Language Arts courses. Activities included History Day Judge, Reading Across the Curriculum Committee, Literacy Committee, Design Team, NVEA School Site Representative, Master Teacher for a student teacher, Teacher Representative for Parent-Faculty-Student Organization (PFSO) and elected faculty representative on the Site Committee.

B. GALE WILSON MIDDLE SCHOOL – Fairfield CA

9/2002 - 6/2003

Social Studies/Language Arts Teacher

Taught World History and English electives courses. Activities included Geography Bee and Grade Level Coach for Reciprocal Teaching.

ALTIMIRA MIDDLE SCHOOL – Sonoma CA

8/2001 – 8/2002

Social Studies Teacher

Taught World History and United States History courses. Activities included Geography Bee.

EGAN INTERMEDIATE SCHOOL – Los Altos CA

8/1999 - 8/2001

Social Studies/Language Arts Teacher

Taught fully integrated CORE courses (Social Studies/Language Arts). Activities included Geography Bee, Track and Field, Six Traits Writing Seminar, Los Altos Academy (summer school).

ACTIS JUNIOR HIGH SCHOOL – Bakersfield CA

8/1991 - 6/1999

Social Studies Teacher

Taught World History, Reading, and English Grammar courses. Served as Master Teacher for four student teachers, as Track and Field Coach, and as a member of the Principal's Leadership Council.

SAN BENITO HIGH SCHOOL – Hollister CA

1996, 1997

Social Studies Teacher

Taught World History courses during the summer sessions of 1996 and 1997.

MOUNT VERNON JUNIOR HIGH SCHOOL – Los Angeles CA

8/1989 – 6/1991

Social Studies Teacher

Taught World History and World Geography Courses. Coached the school's Academic Pentathlon team, served as a tutor for Chapter One students, and helped implement the Social Studies Department's Computer Studies Program.

NORTH POLE HIGH SCHOOL – Fairbanks AK

8/1985 – 5/1987

Social Studies Teacher

Taught World History, World Geography, and Alaska History courses. Served as Head Track and Field Coach, and a member of the school board's K-12 Curriculum Committee and Alaska History Task Force.

EDUCATION

- MONTANA STATE UNIVERSITY – Bozeman MT** 6/1984
Master of Arts in History
Program of study emphasized pre-1860 American history, the frontier American West, and historical methods and research.
- MONTANA STATE UNIVERSITY – Bozeman MT** 8/1982
Bachelor of Arts in Secondary Education
Social Studies broadfield and teaching minors in English and History.

AWARDS/ACHIEVEMENTS

- 1 Completed Cross Cultural, Language and Academic Development Certificate Program 1998
- 2 Completed Specially Designed Academic Instruction in English Certificate Program 1997
- 3 Biography included in Who's Who Among America's Teachers 1996,2000,2005,2006
- 4 Professional Clear Single Subject Teaching Credential – Authorized Field: Social Science
- 5 Supplementary Authorization: Introductory English
- 6 Teamsters Union Scholarship for Teachers 1986



December 17, 2014
NCTPA Agenda Item 9.6
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Tom Roberts, Program Manager – Public Transit
(707) 259-5976 / Email: troberts@nctpa.net
SUBJECT: Removal and Disposal of Fifteen (15) Vehicles from NCTPA's Fixed Assets

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the removal of fifteen (15) vehicles from the fixed asset inventory and dispose of the assets according to NCTPA policy.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Staff has identified fifteen NCTPA- owned vehicles that are obsolete and past their useful lives. Over the past three years new paratransit vans have been purchased to replace the aging VINE Go fleet. New vehicles were also purchased for American Canyon Transit. Finally, staff recommends retiring CNG vehicles as the fuel tanks have met their useful life. Staff is recommending older assets be disposed of and removed from NCTPA's total fixed asset inventory list according to NCTPA's fixed asset policy.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? Yes

Is it Currently Budgeted? NA

Where is it budgeted? NA

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: No

Consequences if not approved: The non-performing asset will remain in the fixed asset inventory.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

Between 2011 and 2013 NCTPA began the modernization of the VINE Go fleet by ordering nine (9) new paratransit vans. In addition, new vehicles were purchased for American Canyon Transit. All new units have been delivered. Finally, older CNG vehicles will be removed as their tanks have reached their useful life and may not be placed into service. After setting aside an appropriate number of back-up vehicles and transferring some vehicles to the Shared Vehicle Program, the remaining older assets are available for disposal.

Below is a list of vehicles to be disposed. There is no current value due to the fact the vehicles will go to auction once the Board approves their disposition.

Asset	Unit Number	Description	Acquisition Value	Date Acquired
Small Bus*	630	2001 Ford Econo 07935	\$16,607	2006
Small Bus*	631	2005 Ford Econo 60208	\$51,989	2006
40' Bus	150	2000 N/Flyer CNG 21172	\$367,770	2000
40' Bus	151	2000 N/Flyer CNG 21173	\$342,630	2000
40' Bus	321	2000 Orion CNG 00730	\$ 8,620	2012
40' Bus	323	2000 Orion CNG 00732	\$ 8,620	2012
Small Bus	615	2001 Ford Aero 31541	\$56,838	2001
Small Bus	616	2001 Ford Champ 97347	\$25,873	2001
Small Bus	626	2002 Ford Aero 75797	\$54,510	2002
Small Bus	628	2004 Ford Aero 26614	\$59,406	2004
Small Bus	612	1999 Ford Aero 13821	\$27,781	1999
Small Bus	613	1999 Ford Aero 13818	\$27,781	1999
Small Bus	622	1999 Ford Aero 12461	\$22,000	1999
Small Bus	625	2002 Ford Aero 75795	\$54,510	2002
Small Bus	629	2004 Ford Aero 26615	\$59,406	2004
*Return to City of American Canyon				

SUPPORTING DOCUMENTS

None



December 17, 2014
NCTPA Agenda Item 9.7
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Tom Roberts, Program Manager-Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Q'POD Restraint System

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to enter into an agreement with Complete Coach Works to purchase and retrofit the wheelchair securement devices on 13 VINE buses at a cost not to exceed \$174,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

An increasing number of VINE riders are using electric wheelchairs and scooters. These units can take 5 to 10 minutes to safely secure on a bus, significantly affecting on-time performance which can contribute to stigmatizing disabled riders. Staff recommends the agency retrofit 13 VINE buses with the Q'POD Restraint System (Q'PODS). The system has been demonstrated on four of NCTPA's newest buses and has proven to dramatically speed up securing wheelchairs and scooters. The agency has secured a federal transit efficiency grant to cover 70% of the cost of the project.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes, \$120,988 in federal grant funds and \$53,005 in local TDA funds will be used.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

In early 2014 NCTPA took delivery of four buses featuring a new type of securement system (Q'PODS). These devices lower the average securement time of wheelchairs and scooters from 5 to 10 minutes down to 2 to 3 minutes. The cumulative impact of this time saving can be dramatic.

In May 2014 the agency applied for a federal transit grant for a project designed to increase transit efficiency and/or productivity. NCTPA received an award of \$120,988 toward retrofitting 13 VINE buses with Q'PODS. The total project cost would be \$173,993. The balance of funds would be Transportation Development Act (TDA) funds. If approved, 13 buses, including (8)35' New Flyers and (5) 35' El Dorados will be retrofitted with QPODS,

Staff recommends that the Board authorize the Executive Director to enter into an agreement with Complete Coach Works to purchase and retrofit the wheelchair securement devices on 13 VINE buses at a cost not to exceed \$174,000.

SUPPORTING DOCUMENTS

Attachments: (1) September 25, 2014 Complete Coach Works (CCW) Price Quote
(2) December 3, 2014 Purchase Order # 14-1016



Renovation Parts Modification

September 25, 2014

Mr. Ken Schwarzbach
V.I.N.E. & Napa Valley Transit (Veolia)
720 Jackson
Napa, CA 94559

Reference: Napa El Dorado and New Flyer 4ONE Q'Pod Quote

Dear Mr. Schwarzbach;

Complete Coach Works appreciates the opportunity to provide you with an quote to retro-fit 4ONE Q'Pods in 5 of your 35' El Dorado's and 8 of 35' New Flyer Hybrid buses and we are confident that we have the qualifications, experience, and background to give you a quality installation.

We propose provide retro-fit new 4ONE Q'Pods in 5 Eldorado 35' buses as follows:

- Provide **Aries Q'Pod System Curbside and street side**
 - Stainless steel mountings, shells, & back panels
 - T2C inserts (no padding)
 - Holdsworth BMS668 plush wool or approved equal
 - Barrier with built in shoulder restraint system
 - Built in rear hook-belts with time delay remote release
 - Upholstered barrier panels & dark grey plastic shells
 - 3-passenger flip seat
 - Front hook belt with ratcheting system
 - Rubber bumper pad
 - Square touch pad call device
 - English/Spanish instructional placard
- Remove the currently installed curbside and street side forward facing flip seats, ARM assembly, and wall mounted barrier assembly.
- Retime lower deck curbside and street side passenger seating to accommodate the 4ONE O'POD barrier and aisle facing flip seats.
- Install curbside and street side 4ONE Q'Pods systems and make functional.





Renovation Parts Modification

- Plug all passenger seat retiming thru hole in floor with silicone to match flooring.

We propose provide retro-fit new 4ONE Q'Pods in 8 New Flyer 35' Hybrid buses as follows:

- Provide **Diablo Q'Pod System Curbside and street side**
 - Thermoplastic seat back shell (black)
 - Stainless steel mountings, powder coated carbon steel support frame
 - Inserts are fully upholstered with TBD approved plush wool• Barrier with built in shoulder restraint system
 - Built in rear hook-belts with time delay remote release
 - Upholstered barrier panels & dark grey plastic shells
 - 3-passenger flip seat
 - Front hook belt with ratcheting system
 - Rubber bumper pad
 - Square touch pad call device
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- Remove installed curbside and street side aisle flip seats.
- Retime lower deck curbside and street side passenger seating to accommodate the 4ONE O'POD barrier and aisle facing flip seats.
- Install curbside and street side 4ONE Q'Pods systems and make functional.
- Plug all passenger seat retiming thru hole in floor with silicone to match flooring.

Our quote for 5 El Dorado and 8 New Flyer buses is as follows:

Description	Per Bus	Labor	Total Per Bus	Grand Total
5 El Dorado Q'Pod system and hardware:	\$11,180.00	\$760.00	\$11,940.00	\$60,050.00
8 New Flyer Q'Pod system and hardware:	\$13,301.60	\$760.00	\$14,061.60	\$112,492.80
Pre-diem 6 days 2 technicians @ 300.00 per day :				\$1,800.00
ADA No Sales Tax				\$ 00.00
Grand Total				\$173,992.80





Renovation Parts Modification

Please note: Q'Pod lead time 10-12 weeks from receipt of formal notice to proceed.

Complete Coach Works appreciates the opportunity to provide you with this estimate, and we feel confident should you choose us as your contractor you will be satisfied with our performance. Thank you again and we look forward to your favorable response.

Sincerely,

Kevin O'Brien,
General Sales Manager





Purchase Order

VENDOR

Complete Coach Works
1863 Service Court
Riverside, CA 92507
POC: Kevin O'Brian, GSM
Phone: 951-684-2088

Purchase Order #: 14-1016

Date: December 3, 2014

Vendor ID#: 35821

Napa County
Transportation and
Planning Agency
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8636
Web: www.nctpa.net

Bill To:

NCTPA
ATTN: Accounts Payable
625 Burnell Street
Napa, CA 94559

Ship To:

NCTPA c/o VINE
720 Jackson Street
Napa, CA 94559
POC: Tom Roberts, (707) 259-8635

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
ROBERTS	ARO 10-12 WKS		DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
10		Ea	4ONE QPOD, w/ Aries System Series			5,590.00	\$ 55,900.00
16		Ea	4ONE QPOD, w/ Diablo System Series			6,650.80	\$106,412.80
13		Bus	Labor			760.00	\$ 9,880.00
1		ea	Miscellaneous			1800.00	\$ 1,800.00
			AS PER ATTACHED QUOTE				
			DATED SEPT 25, 2014				

NOTICE OF INCLUDED TERMS AND CONDITIONS

This purchase order is a federally funded contract and as such, certain mandatory terms and conditions apply to this purchase order. These provisions include, **but are not limited to** the provisions of Buy America 49 U.S.C. §5323(j), 49 C.F.R. Part 661; Cargo Preference 46 U.S.C. § 55305, 46 C.F.R. Part 381; Fly America 49 U.S.C. § 40118, 41 C.F.R. §§ 301-10.131 through 301-10.143; Bus Testing 49 C.F.R. Part 665; U.S. DOT Third Party Procurement Regulations 49 C.F.R. §18.36 or 40 C.F.R. §§19.40 through 19.48, FTA Circular 4220.1F (including all mandated terms and conditions contained in Appendix D-4) and FTA Master Agreement FTA MA(17).

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa County Transportation and Planning Agency.

NAME AND TITLE _____ DATE _____
(Signature of person authorized to sign)

NAME AND TITLE _____ DATE _____
(Signature of person authorized to sign)

FOR INTERNAL USE ONLY

FUND APPROPRIATION: FUND _____ DEPT _____ DIV _____ SUB _____



Renovation Parts Modification

September 25, 2014

Mr. Ken Schwarzbach
V.I.N.E. & Napa Valley Transit (Veolia)
 720 Jackson
 Napa, CA 94559

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Renovation Parts Modification

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Pre-diem 6 days 2 technicians @ 300.00 per day :				\$1,800.00
ADA No Sales Tax				\$ 00.00
Grand Total				\$173,992.80





Renovation Parts Modification

Please note: Q'Pod lead time 10-12 weeks from receipt of formal notice to proceed.

Complete Coach Works appreciates the opportunity to provide you with this estimate, and we feel confident should you choose us as your contractor you will be satisfied with our performance. Thank you again and we look forward to your favorable response.

Sincerely,

Kevin O'Brien,
General Sales Manager



ADA Securement System



4ONE Q'POD wheelchair securement stations, with a patented 3-Point Securement System, is the first fully integrated system that provides a complete ADA system. Features built into each station minimize tipping risks, accommodate oversize chairs and reduce dwell times.

While other wheelchair securement stations for transit might be compliant with ADA requirements, **Q'POD sets the industry standard by delivering a complete securement system solution and a 5-year warranty.**

Q'POD is available with a variety of seating options.



Slim-Profile Flip Seats

Allows more room for wider wheelchairs and more seating options

Integrated Shoulder Belt

Assures that the belt is the right height for passenger

3-Point Securement System



Integrated Wheelchair Securements

Rear self-tensioning wheelchair restraints and lap belts are fully enclosed

Scooter Ring

Perfect for securing difficult mobility devices

Stabilizing Bumper

Makes it almost impossible to tip a chair or scooter



Safe for passengers... Easier for drivers!

The combination of the Stabilizing Bumper and Front Tensioner on Q'POD makes it almost impossible to tip a chair or scooter. The convenient Scooter Ring makes these challenging securements faster and easier. With the Front Tensioner, drivers can use a single hand in a simple bending motion when attaching or releasing mobility devices.



Features and Benefits

- **Patented 3-Point Securement System** – Eliminates aisle-side tripping hazards and unnecessary equipment on the floor.
- **Stabilizing Bumper** – Acts as the fourth wheelchair contact point to reduce possible wheelchair tip-overs.
- **Scooter Ring** – Offers effective securement for wheeled mobility devices prone to tip-overs.
- **Integrated Shoulder Belt** – Provides ideal shoulder belt location and eliminates the need for window brackets.
- **XPress Mechanical Paddle Handle** – An electric release with audible alarm is optional.
- **Slim-Profile Flip Seat** – Modern designed flip seat accommodates wider wheelchairs in a smaller footprint and can be used with various seating options.
- **Integrated Wheelchair Securements** – Rear self-tensioning, pre-positioned wheelchair restraints and lap belts are fully enclosed.
- **Easy Installation** – Simply bolts on to vehicle eliminating custom brackets, bulky accessories and vehicle modifications.





December 16, 2014
NCTPA Agenda Item 9.8
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Program Manager-Finance
(707) 259-8779 / Email: aonorato@nctpa.net
SUBJECT: Amendment No. 1 to Work Authorization No.1 to Agreement No. 12-23 with Kimley-Horn and Associates and Approval of Resolution No. 14-27 Increasing the Budget Appropriation for the Congestion Management Agency

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve (1) Amendment No. 1 to Work Authorization No. 1 to Agreement No. 12-23 with Kimley-Horn and Associates Inc. (Attachment 1) in an amount not to exceed \$93,550 and to extend the period of performance until December 31, 2015 for work associated with the Transit Maintenance Yard and Fueling Feasibility Study; and (2) Resolution No. 14-27 (Attachment 2) increasing the budget appropriation by \$93,550 in professional fees to complete proposed scope of services in the work authorization.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Over the past year, staff endeavored to enter into a real estate option to buy property to construct maintenance and fueling facility. The negotiation failed. Significant time has passed since the original Feasibility Study was completed and consulting services are needed to identify and evaluate parcels available in the County for consideration of constructing the facilities. Kimley-Horn and Associates prepared the initial study and staff recommends extending the study to include identifying and evaluating any new potential parcels.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes, \$93,550.

Is it currently budgeted? The amount is included in the proposed amended budget under item 11.3 for the Board's consideration at today's meeting.

Where is it budgeted? NCTPA FY 2014-15 Budget proposal – Item 11.3.

Is it Mandatory or Discretionary? Discretionary

Consequences if not approved: Additional site scoping and due diligence tasks will need to be completed solely by agency staff.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

In May 2013, the NCTPA Board approved a work authorization with Kimley-Horn and Associates to conduct a feasibility study on a new transit yard and fueling facility for NCTPA/ VINE Transit. At the time, Kimley-Horn and Associates' real estate sub-contractor identified six (6) properties that closely met NCTPA needs for a new transit maintenance facility. One (1) property scored the highest in every category- the "Boca" site which is located adjacent to the Syar quarry and the future Napa County jail site. NCTPA sent a letter of interest to the Boca owners in March 2014 and has been in negotiations for a possible acquisition since then. Negotiations with the property owners failed to secure the site. Significant time has passed since the initial study was completed. Staff recommends extending the Kimley Horn agreement to identify and evaluate new potential locations for maintenance and fueling facilities.

The total work authorization was \$246,112, all of which has been exhausted. Extension of P001 work authorization will bring the full amount of the work authorization to \$339,662.

SUPPORTING DOCUMENTS

- Attachment: (1) Amendment No. 1 to Work Authorization No. 1 to Agreement No. 12-23 with Kimley-Horn and Associates
(2) Resolution No. 14-27

AMENDMENT NO. 1
TO WORK AUTHORIZATION NO. 1
CONTRACT FOR PROFESSIONAL PLANNING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of the Professional Service Agreement No. 12-23 with Work Authorization No. P001 (the Agreement) entered into by and between the Napa County Transportation and Planning Agency (NCTPA), and Kimley-Horn and Associates (the Planner).

RECITALS

WHEREAS, in May 2013 NCTPA entered into an Agreement with the Planner to perform services generally described as Professional Planning Services necessary to provide NCTPA with On-Call Planning Services in accordance with the project description.

WHEREAS, NCTPA requires additional tasks to be performed by the Planner to scope and/or assess additional sites for a future transit maintenance and fueling facility as the recommended sites in the study are no longer available; and

WHEREAS, the Parties need to extend the term of the Work Authorization to complete the additional task performance and completion by the Planner; and

WHEREAS, the Planner requires additional compensation not to exceed \$93,550 in order to complete the additional task performance; and

WHEREAS, the Parties desire to amend the Work Authorization to revise the Planner’s additional tasks under EXHIBIT B to include the additional site search for a future transit maintenance yard and fueling facility.

TERMS

NOW, THEREFORE, the NCTPA and Planner agree to amend the Work Authorization as follows:

1. PART I – referenced EXHIBIT B, SERVICES TO BE PROVIDED BY THE PLANNER, shall include the additional scoping and/or assessment of sites.in accordance with the Planner’s proposal.
2. PART II – referenced EXHIBIT B and EXHIBIT D, Fee Schedule, of the Work Authorization is to add the additional cost of \$93,550, increasing the **total maximum amount payable to \$339,662.**
3. PART IV - referenced effective and final acceptance date of the Work Authorization is extended and shall **terminate on December 31, 2015.**
4. Except as set forth above, the terms and conditions of the Work Authorization shall remain in full force and effect as previously approved.

///

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

THE PLANNER

NCTPA

(Signature)

(Signature)

(Signature)

(Title),

(Title),

Kate Miller, Executive Director

(Date)

(Date)

(Date)

EXHIBIT B

NCTPA - Additional Tasks		Kimley»Horn 12/5/2014			
Task #	Task Description	Hours per Task	Labor Costs	ODC's	Subtotal
Task 0	Project Management	82	\$ 18,840	\$ -	\$ 18,840
Task 4	Candidate Site Identification	182	\$ 44,800	\$ 6,865	\$ 51,665
Task 5	Site Assessment and Recommendation of Preferred Site	96	\$ 22,840	\$ 205	\$ 23,045
TOTAL	Required Tasks	360	\$ 86,480	\$ 7,070	\$ 93,550
DRAFT SCOPE OF SERVICES:					
Task 0	<u>Project kick off meeting (by phone)</u> Weekly conf calls internally and with NCTPA as needed Monthly invoices, project reports			<u>Timing</u> Weekly (x12) Monthly (x3)	<u>Travel?</u> No No
Task 4	<u>Task 4.1 Inventory of Up to 15 Industrial Sites</u> KHA will inventory available sites that meet the fundamental minimum requirements, and the essential requirements of zoning, size and location, and operational needs. <u>Task 4.2 Screen the Potential Sites to Top Candidate Sites</u> KHA will use GIS and spreadsheet tools to screen the available sites to meet criteria Screen the 15 sites and reduce to a few candidate sites for site investigations.			Month 1 Month 1 Month 2	No No No
	<u>Task 4.3 Tour Candidate sites and Select Two Preferred Alts.</u> KHA will tour the top candidate sites with NCTPA to narrow the list down to the top 2 sites Tech memo describing process, confirming these sites are suitable and for sale			Month 2 Month 2	Trip #1 No
Task 5	<u>Task 5.1 Confirm space program & Test Fit Sites</u> Confirm the space requirements are the same, prepare site layout test fits on the top 2 sites <u>Task 5.2 Workshop/Charrette at NCTPA for 2 days</u> Hold a 2 day charrette or workshop at NCTPA to select the top site, prepare report Present our recommendation to the Board on the top site (PowerPoint) Final report with Sketchup-type model of the site layout.			Month 2 Month 2 Month 3 Month 3	No Trip #1 (same) Trip #2 No

RESOLUTION No. 14-27

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
AMENDING THE FY 2014-15 BUDGET TO INCREASE APPROPRIATION
OF CONGESTION MANAGEMENT AGENCY FUND BY \$93,550**

WHEREAS, the Napa County Transportation and Planning Agency (NCTPA) is designated the countywide transportation planning agency responsible for Highway, Streets and Roads, and transit planning and programming within Napa County; and

WHEREAS, the NCTPA Board of Directors reviews and approves a budget routinely for all transit services including fixed route, deviated route, paratransit, and taxi subsidy as well as NCTPA administration and planning; and

WHEREAS, the NCTPA Board of Directors has approved a work authorization with Kimley Horn and Associates for a transit yard and fueling station feasibility study with Agreement No. 12-23 which will expire on December 31, 2014; and

WHEREAS, NCTPA desires to amend the Work Authorization to add additional scope and compensation, and to extend the work authorization period of performance to December 31, 2015; and

WHEREAS, the budget for the increase in appropriation is \$93,550; and

WHEREAS, the additional costs will be funded from Transportation Development Act funds:

NOW, THEREFORE, BE IT RESOLVED, that the NCTPA Board of Directors amend the FY 2014-15 Budget and increase the appropriation by \$93,550 for congestion management agency expenditures in fund 8300 and authorize the Executive

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Director to take all necessary actions to secure indicated State, Regional, and Local resources, and to execute contracts with vendors as necessary.

Passed and Adopted the 17th day of December, 2014.

John Dunbar, NCTPA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel



December 17, 2014
NCTPA Agenda Item 9.9
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Karrie Sanderlin, Program Manager-Administration, Human Resources, Civil Rights & Board Secretary
(707) 259-8633 / Email: ksanderlin@nctpa.net
SUBJECT: Approval to Establish December 24, 2014 as a Holiday

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve establishing Friday December 26, 2014 as a Holiday for NCTPA employees.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NCTPA personnel polices recognize December 25th as holiday. December 25th falls on a Thursday this year, with exception of the County of Napa all of other jurisdictions will be closed on Friday December 26th. Staff is recommending that the Board approve December 26, 2014 as a holiday for NCTPA employees.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No. This is an additional benefit only. Although all thirteen (13) full time employees will be paid for the holiday, if the holiday is not granted, they will still be paid for work or vacation.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

NCTPA personnel polices recognize December 25th as holiday. As December 25th falls on a Thursday this year, with the exception of the County of Napa all of other jurisdictions in the County will be closed on Friday December 26th. Staff is recommending that the Board approve December 26, 2014 as a holiday for NCTPA employees.

NCTPA staff currently receives 7 paid holidays each year. This is somewhat lower than other jurisdictions. For example County employees receive 11 paid holidays per year. Given that the Christmas Holiday falls on a Thursday this year, staff is requesting that the Board recognize the 26th also as a paid holiday.

SUPPORTING DOCUMENTS

None



December 17, 2014
NCTPA Agenda Item 10.1
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Tom Roberts, Program Manager-Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Public Hearing and Approval of Resolution No. 14-28 Funding of Operation and Mobility Management Services under Federal Transit Administration (FTA) Section 5310 Grant Application

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board (1) Hold a Public Hearing; and (2) approve Resolution No. 14-28 (Attachment 1) finding that no non-profit agency or organization present or in writing expressed an interest in providing operation and mobility management services as indicated in NCTPA's FTA Section 5310 grant application for transportation for elderly and disabled individuals; and (3) authorize the Executive Director to submit a federal 5310 grant application in the amount of \$300,000 and sign the Caltrans agreement related to the FTA Section 5310 program seeking grant funding for these services.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The federal 5310 competitive grant program provides funding for capital and projects to non-profit agencies to provide transportation for seniors and persons with disabilities. When no non-profit agencies in a community are willing, able or eligible to provide the proposed grant funded services, a public agency may seek funding. NCTPA has been the recipient of 5310 funds in the past. On October 24, 2014, NCTPA announced a call for projects for 5310 funding via public notice in the Napa Valley Register and email solicitation to non-profit organizations. No applications were received.

At this time, staff recommends that the Board hold a public hearing and find that no non-profit agency has expressed an interest in applying for 5310 funds and authorize the

Executive Director to submit a federal 5310 grant application in the amount of \$300,000 to fund mobility management services described below.

Public comment regarding the Federal Transit Administration (FTA) Section 5310 Grant Application submittal will be accepted for 30 days from the date of the published Public Hearing Notification of December 2, 2014. Comments must be received no later than January 1, 2015 and be addressed to the following:

FTA Section 5310 Grant Application
c/o NCTPA Program Manager-Transit
625 Burnell Street
Napa CA 94559

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes. \$300,000 in federal grant funds and toll credits will be used.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

Napa County has both rural and small urbanized areas and a significantly high population of older adults. This combination can pose special transportation challenges for seniors and persons with disabilities. As the primary provider of public transportation in Napa County, NCTPA desires to take a holistic approach to service delivery with the goals of reducing barriers to access to existing services and leveraging resources to fill transportation gaps. This approach is often referred to as "mobility management." Sound and comprehensive mobility management practices result in more individuals being better served at less overall cost.

NCTPA's 5310 Application focuses on enhancing the agency's mobility management capacity and filling service gaps by:

- Consolidating the Vine Go, Taxi Voucher, Travel Training, Shared Vehicle and Volunteer Mileage Reimbursement Programs to a single point of access.
- Increasing travel training on VINE buses.
- Continuation of funding for the recently launched Volunteer Mileage Reimbursement Program.
- Conducting an inventory of all available social service transportation options in the Napa Valley.
- Creation of a single web portal identifying all transportation options for seniors and special needs populations in the Napa Valley.

NCTPA has requested \$300,000 in federal 5310 and toll credit funding over the two year application cycle to fund the projects and activities noted.

SUPPORTING DOCUMENTS

Attachments: (1) Resolution No. 14-28
(2) Proof of Publication for 5310 Call for Projects

RESOLUTION No. 14-28

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
FOR THE FUNDING OF OPERATING AND MOBILITY MANAGEMENT SERVICES
UNDER FEDERAL TRANST ADMINSTRATION (FTA)
SECTION 5310 GRANT APPLICATION**

WHEREAS, the Federal Transit Administration has made funding available for transit services that are provided for elderly and disabled persons; and

WHEREAS, the funds, allocated by Caltrans as directed by the California Transportation Commission (CTC), will allow non-profits and public agencies to fund operating costs and mobility management programs to serve elderly and disabled individuals with special needs; and

WHEREAS, the NCTPA intends to apply for operating costs for programs and mobility management services; and

WHEREAS, Exhibit "A" (notice of Public Hearing) to this resolution, attached hereto and incorporated herein, confirms that NCTPA conducted a Public Hearing on December 17, 2014 at 1:30 PM at 625 Burnell Street, Napa CA, to determine if there were any private or non-profit businesses or agencies available to provide transportation services to meet the needs of elderly and disabled individuals where public transportation services are otherwise unavailable, insufficient or inappropriate; and

WHEREAS, no non-profit agency or organization present or in writing expressed an interest to apply for Section 5310 funding for transportation for elderly and disabled individuals:

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NOW THEREFORE BE IT RESOLVED, that

1. The foregoing recitals are true and correct.
2. No nonprofit agencies expressed an interest in applying for Section 5310 funding to provide transportation services to meet the needs of the elderly and disabled individuals before or at the public hearing.
3. The application submittal is approved, and the Executive Director is authorized to file and execute applications on behalf of NCTPA for operating costs and mobility management programs and services

Passed and Adopted this 17th Day of December, 2014.

John F. Dunbar, NCTPA Chair

Ayes

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel

Exhibit "A"
Customer Ad Proof

60001221 NCTPA

Order Nbr 36525

Publication	Napa Valley Register	PO Number	7164
Contact	NCTPA	Rate	Legal Open
Address 1	625 BURNELL	Order Price	110.44
Address 2		Amount Paid	0.00
City St Zip	NAPA CA 94559	Amount Due	110.44
Phone	7072598631		
Fax		Start / End Dates	12/01/2014 - 12/01/2014
Section	Legals	Insertions	1
SubSection		Size	52
Category	901 Public Notices		
Ad Key	36525	Salesperson(s)	AMBERLY KRUPCZNSKI
Keywords	Public Notice NAPA COUNTY TRAN	Taken By	Sonia Wilson
Notes			
Ad Proof			

Customer Ad Proof

PUBLIC NOTICE

NAPA COUNTY
TRANSPORTATION &
PLANNING AGENCY
NOTICE OF PUBLIC HEARING ON
FEDERAL TRANSIT
ADMINISTRATION SECTION 5310
GRANT APPLICATION.

NOTICE IS HEREBY GIVEN, that on December 17, 2014 at 1:30pm at the NCTPA Board Room, 625 Burnell Street Napa, CA, a public hearing will be conducted by the Napa County Transportation and Planning Agency (NCTPA) to consider the matter described below.

NCTPA is considering applying for a grant from the State pursuant to Title 49 U.S.C. Section 5310(a)(2) for the purpose of funding NCTPA Volunteer Mileage Reimbursement Program and the Consolidation of NCTPA's Mobility Management Programs. Title 49 U.S.C. Section 5310(a)(2) provides that the State may allocate grant funds to a local governmental authority that: (1) is approved by the State to coordinate services for elderly individuals and individuals with disabilities; or (2) has certified that there are no non-profit organizations readily available in the area to provide this special service.

All interested persons are invited to attend the hearing and comment on the proposal. Any questions regarding this hearing and the Federal Transit Administration Section 5310 program may be directed to Tom Roberts, NCTPA Manager of Public Transit, at 707-259-8635 or NCTPA at 625 Burnell Street Napa, California.

Dated: November 26, 2014
Tom Roberts, Manager of Public Transit

Napa County Transportation and Planning Agency

Publish: Must be published on or before December 2, 2014

NVR-12/1, #36525

*** Proof of Publication ***

AFFIDAVIT OF PUBLICATION

NAPA VALLEY REGISTER



NCTPA
625 burnell
NAPA, CA 94559

ORDER NUMBER 34216

STATE OF CALIFORNIA

COUNTY OF NAPA

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID; I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PART TO OR INTERESTED IN THE ABOVE-ENTITLED MATTER. I AM THE PRINCIPAL CLERK OF THE NAPA VALLEY REGISTER, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF NAPA, COUNTY OF NAPA, AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, UNDER THE DATE OF NOVEMBER 16, 1951, CASE NUMBER 12752.

THAT I KNOW FROM MY OWN PERSONAL KNOWLEDGE THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY (SET IN TYPE NOT SMALLER THAN NONPAREIL), HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO-WIT:

PUBLISHED ON: 10/24/2014

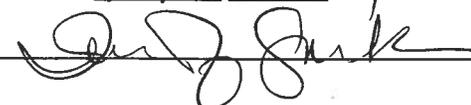
TOTAL AD COST: 152.35

FILED ON: 10/29/2014

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

DATED AT NAPA COUNTY, CALIFORNIA,

THIS 29th DAY OF October 2014

SIGNATURE 

Customer Ad Proof

PUBLIC NOTICE

Call for Projects for Transportation
Capital and/or
Programs Designed
to Enhance Mobility for Seniors
and Individuals with Disabilities
NAPA, CA- The California Department of Transportation (Caltrans) Division of Mass Transportation is soliciting projects for the Federal Transit Administration's (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Program (40 USC Section 5310) for the FY 2013 and FY 2014 federal apportionments. The Section 5310 program makes funding available for transportation operating and capital projects that support improved mobility for elderly and disabled persons.

The Federal Transportation Authorization Legislation, Moving Ahead for Progress in the 21st Century (MAP-21) made changes to the Section 5310 program by consolidating it with the New Freedom program. Under the new program, 55% of the available funding must be set aside for traditional FTA Section 5310 capital projects (vehicles, wheel chair restraints, and communications equipment). The remaining 45% can be used for projects eligible under the former New Freedom program. This includes capital and operating projects that improve mobility for elderly and disabled persons and that go beyond those required by the Americans with Disabilities Act.

Applications and detailed information about the program can be located at <http://www.dot.ca.gov/hq/MassTrans/5310.html>.

A grant workshop will be held in Woodland, CA on Wednesday, October 29 from 9 AM to 1 PM. The purpose of the workshop is to assist agencies in understanding the grant cycle process by reviewing the general requirements and the entire application step by step. To register for the workshop contact FTA Section 5310 staff toll-free at (888) 472-6816.

Project scoring is completed at the local level and program priorities are submitted to Caltrans for further review and development of state priorities. Project sponsors located in Napa County must submit completed applications by 5 PM, Friday November 14th, 2014 to:

Napa County Transportation and Planning Agency (NCTPA)
c/o 5310 Grant Program
625 Burnell Street
Napa, CA 94559

If you have questions or require additional information, please contact Tom Roberts, NCTPA Manager of Public Transit, NCTPA 707-259-8635 or troberts@nctpa.net



December 17, 2014
NCTPA Agenda Item 11.1
Continued From: June 18, 2014
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Program Manager - Planning
(707) 259-5968 / Email: dschmitz@nctpa.net
SUBJECT: Travel Behavior Study Review and Acceptance of Final Study Report

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board receive, accept and file the Napa County Travel Behavior Study Report.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee (TAC), Paratransit Coordinating Council (PCC), VINE Consumer Advisory Committee (VCAC) and the Travel Behavior ad-hoc committee all received draft copies of the Travel Behavior Study for comment in May 2014. Between the summer of 2014 and now the final report has been refined to include the additional traffic counts performed in October 2014 at selected wineries and on SR 29 at SR 12 and American Canyon Road.

EXECUTIVE SUMMARY

In April 2013, the NCTPA Board approved the agreement with Fehr & Peers to conduct a Travel Behavior Study. This study was desired to inform the Countywide Transportation Plan and to better understand travel behaviors and patterns throughout the county. Unlike the Napa-Solano Travel Demand Model, which solely looks at peak commute volumes Monday through Friday, the study looked at several different data sources to understand how, why, and where residents, workers, and visitors move throughout the county.

Due to limited winery participation in the initial data collection (fall 2013) the Napa County Winegrowers in partnership with the Napa Valley Vintners provided funding for additional winery data collection which took place in October 2014. NCTPA also funded

additional vehicle counts at the south end of the county to understand any whether the widening of Jameson Canyon influenced travel behavior.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? None

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

The Napa Travel Behavior Study focuses on vehicle trips throughout Napa County. The study has identified how many trips per day are associated with visitors, employees, and students, where those trips start and end, the predominant modes of travel, vehicle occupancies, and times of day/week that have the heaviest traffic volumes.

To better inform the study and validated data, the consultants pulled from several different data sources. Data sources included, basic traffic counts at selected locations, mailed surveys based on the capture of license plate numbers, cell phone tracking data (information about where a sample of vehicles travel within Napa County without identifying the owner/driver), and finally, detailed intercept interviews at selected locations, including 12 wineries throughout the county. Also, included in the study was a detailed employee survey that resulted in over 1,400 responses. This survey, along with the mailed survey, provided information about how likely workers and visitors would use other modes of transportation to get to and from their destinations.

The Napa County Travel Behavior Study provided NCTPA with several quantitative and qualitative data sets. The resulting data will provide NCTPA and its member jurisdictions the basis for future planning efforts. Such uses may include but are not limited to the refinement of the Napa-Solano Travel Demand Model (NSTDM) and the update of the Countywide Transportation Plan. The data collected in this study will also be used to inform future plans or projects requiring baseline data. NCTPA plans on repeating the study again in four (4) years as a predecessor to the next countywide plan.

Data Highlights:

- **License plate recognition** (cameras) at 11 strategic locations over a 24-hour period (a Friday in October - to capture weekday commute trips along with winery and other visitor trips during peak winery visitation season). The locations include the seven major Napa County gateways to capture all inter-regional travel as well as four locations within Napa County to capture a sample of local trips. Infrared video cameras provided classification of the vehicles into passenger vehicle, medium truck, heavy truck, and bus. 154,389 license plate numbers were observed, which led to the following conclusions:
 - 9% of daily trips at Napa County external gateways are pass-through trips- the majority of pass-through traffic travels between SR 121 at the Napa/Sonoma county line and SR 12 at the Napa/Solano county line.
 - 25% are imported work trips i.e. from a license plate observed entering and exiting Napa County at same location in an approximately 8 hour window.
 - 16% are exported work trips observed exiting and entering Napa County at the same location in an approximately 8 hour window.
 - The largest number of imported work trips from neighboring counties comes from Solano County (35%), Sonoma County (22%), Contra Costa County (10%), and Alameda County (7%).

- **Surveys:** To supplement previous surveys, three additional surveys were conducted:
 1. *Vehicle Intercept Mail Survey:* Using the license plate data (above) 183 surveys provided the following results:
 - 52% of respondents are full-time residents of Napa County, 26% are non-residents but employed in Napa County.
 - 66% of external trips were imported, consistent with license plate matching data and mobile device data.
 2. *In-person winery Survey* at 12 wineries around Napa:
 - 92% of groups were visitors to Napa County;
 - 35% of patrons started their day in Napa County, 23% of patrons started their day in San Francisco County;
 - 52% of groups traveled by rental car, 36% of groups by personal auto;
 - 58% said they would use transit if it was an option.
 3. *Online Major Employers Survey:* 100 of Napa County's major employers totaling approximately 20,000 employees in Napa County helped gather travel behavior and commute data for local employees. 1,444 responses reported:
 - 71% live in Napa County
 - 51% live in City of Napa
 - 97% commute using their personal automobile more than half the time
 - 43% said they would use public transit if service was expanded and it became a reasonable option.

Cell phones and GPS data: Anonymous reading of cell phone locations gathered over a two month period in September and October of 2013 was utilized to analyze traffic patterns within the county. Of the 206,152 data samples:

- Approximately 74,400 or 36% touched a Napa County external gateway, indicating an external trip
- 55% were internal trips.
- Additionally, approximately 6,700 or 9% of trips were observed passing through Napa County via Napa County external gateways.

Travel Behavior Study Conclusions

Data from all collection methods has been compiled in a format close to results derived from the Napa Solano Travel Demand Model (the principal computer model for transportation used by NCTPA). Study results have given us a substantial amount of real-life origin and destination-level travel data to supplement the recent (2013) California Household Travel Survey for base year calibration and validation purposes.

SUPPORTING DOCUMENTS

Attachment: (1) Napa County Travel Behavior Study (due to document size attachment is not included in agenda packet. Document is available for review at the NCTPA Office, 625 Burnell Street, Napa CA or the NCTPA website by clicking on the following link:
<http://www.nctpa.net/agendas-minutes/12>)



December 17, 2014
NCTPA Agenda Item 11.2
Continued From: New
Action Requested: INFORMATION

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Justin Paniagua, Senior Finance/Policy Analyst
(707) 259-8781 / Email: jpaniagua@nctpa.net
SUBJECT: NCTPA First Quarter FY 2014-15 Budget and 5 Year Forecast

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board review the NCTPA financial performance against budget (Attachment 1) for the first quarter (July-September) period and 5 year forecast model.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The purpose of this memo and associated report is to provide a quarterly update on the agency's financial performance, request approval for budget modifications, and to provide budget projections for planning purposes over the next 5 years.

Attachment 1 summarizes NCTPA's first quarter financial performance for revenues, transit operations, and planning administration expenses. The discussion below outlines the budget and financial performance. The report includes detailed financial data assessing the agency's performance to budget.

Throughout the fiscal year, staff carefully monitors the variances of the budget versus actual expenses on a quarterly basis. Certain expense items must be adjusted to align with projected expenditures or actual expenses in their respective funds/departments. These budget adjustments will provide NCTPA the authority necessary for a balanced year-end fiscal audit.

PROCEDURAL REQUIREMENTS

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

FINANCIAL IMPACT

Is there a fiscal impact? No. Information Only.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION**Financial Performance:***Congestion Management Agency (Planning Fund) Budget vs. Actuals*

(For reporting purposes, the TFCA fund and AVAA program fund are included in the Planning fund figures)

NCTPA, the Congestion Management Agency, (also known as the Planning Fund), recognized \$1,266,760 in revenues for the quarter slightly below the \$1,268,700 budget. The majority of revenues are from the quarterly Transportation Development Act (TDA) disbursement. Other revenues are grant reimbursements, salary charge backs to the Public Transit Fund, and some small refunds.

The CMA Planning Fund expenses were under budget by \$24,203 or about 4.9%. The largest expense was personnel costs. Agency administration and consulting services were under budget by 4.8%. Expenditures are expected to ramp up in the third quarter (January to March).

Public Transit (Transit Fund) Budget vs. Actuals

Transit operating revenues were higher than expected by 8.1% due to a larger than budgeted TDA allocation to American Canyon Shuttle. Overall, operating expenses in the Public Transit Fund were under budget by 0.9%. The primary expense categories under budget for the quarter were purchased transportation by 0.6% and fuel by 4.8%.

Capital Purchases

In the first quarter, NCTPA/ VINE Transit completed three capital purchases. Two new American Canyon and one VINE Go bus was delivered totaling \$233,154. The third purchase was an engine rebuild in the amount of \$15,851.

5 Year Forecast

No revisions were made to the 5 year forecast for the first quarter.

Budget Amendments:

There were no budget adjustments for the first quarter. The Financial Performance and 5 Year Forecast Report does include the requested budget adjustment of \$93,550 for the additional Kimley-Horn work authorization in quarter two.

Please note that the information summarized in this memo and contained in the attached report has not been audited and should be used for informational purposes only.

Executive Director Delegated Authority

The board authorizes the executive director up to \$50,000 in delegated authority for purchases and up to \$175,000 for construction expenses. The authority limits the executive director to cumulative authority – that is, that the total amount of any one contract/award or construction expense must be within the \$50,000 or \$175,000 respectively. At its November 2014 meeting, the Board extended the executive director's authorization to settle claims up to \$50,000. At that time, the Board further requested that staff provide quarterly disclosure on any executive director delegated authority expenses made over the prior quarter.

The executive director delegated authority expenses reporting will begin in the 2nd quarter October-December 2014 to align with the Board's instructions.

SUPPORTING DOCUMENTS

Attachment: (1) First Quarter FY 2014-15 Financial Performance and 5 Year Forecast Reports

THIS PAGE IS UNDER CONSTRUCTION

8300 NCTPA Consolidated
Quarterly and Yearly Variance Analysis
Statement of Revenue, Expenses

Jul-Sept 2014				Sept YTD 2014-2015			FY 2014-2015	Quarter 1 Budget	Quarter 2 Budget	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	
Actuals	Budget	Difference \$	Difference %	Actuals	Budget	Remaining Balance	APPROVED			Adjusted Budget	Projection	Projection	Projection	Projection	
OPERATING REVENUES															
REV- OPERATIONS															
1	277,197	276,900	297	0.1%	277,197	276,900	911,803	1,318,760	-	1,318,760	1,318,000	1,318,200	1,318,400	1,318,600	
2	15,115	15,340	(225)	-1.5%	15,115	15,340	83,185	93,700	-	93,700	88,900	88,900	88,900	88,900	
3	22,417	22,418	(1)	0.0%	22,417	22,418	30,483	92,900	-	92,900	93,900	94,900	95,900	96,900	
4	314,728	314,658	70	0.0%	314,728	314,658	1,025,472	1,505,360	-	1,505,360	1,500,800	1,502,000	1,503,200	1,504,400	
5	6,757,485	6,307,340	450,145	7.1%	6,657,485	6,307,340	(713,847)	6,564,540	-	93,550	6,658,090	7,871,000	8,137,800	8,416,750	
6	-	-	-	0.0%	-	-	1,555,200	-	-	1,552,900	1,552,900	1,552,900	1,552,900	1,552,900	
7	-	-	-	0.0%	-	-	550,500	-	-	550,500	522,600	525,600	528,600	531,600	
8	-	-	-	0.0%	-	-	998,000	-	-	1,000,000	1,012,000	1,012,000	1,012,000	1,012,000	
9	-	-	-	0.0%	-	-	1,250,000	-	-	1,250,000	500,000	500,000	500,000	500,000	
10	-	-	-	0.0%	-	-	1,514,462	-	-	1,250,100	854,900	863,900	869,900	948,900	
11	-	-	-	0.0%	-	-	439,800	-	-	461,700	24,000	24,000	24,000	24,000	
12	-	-	-	0.0%	-	-	35,000	-	-	35,000	-	-	-	-	
13	-	-	-	0.0%	-	-	117,000	-	-	117,000	929,300	929,300	929,300	929,300	
14	-	-	-	0.0%	-	-	549,700	-	-	549,700	-	-	-	-	
15	136,424	135,000	1,424	1.1%	136,424	135,000	489,876	626,300	-	626,300	390,000	390,000	390,000	390,000	
16	-	-	-	0.0%	-	-	200,000	-	-	200,000	188,000	188,000	188,000	188,000	
17	2,964	5,000	(2,036)	-40.7%	2,964	5,000	7,036	10,000	-	10,000	10,000	10,000	10,000	10,000	
18	-	-	-	0.0%	-	-	136,000	-	-	136,000	136,000	136,000	136,000	136,000	
19	43,377	44,000	(623)	-1.4%	43,377	44,000	290,523	352,000	-	352,000	352,000	352,000	352,000	352,000	
20	139,388	140,000	(612)	-0.4%	182,765	184,000	8,253,497	8,091,200	-	8,091,200	6,471,700	6,483,700	6,492,700	6,574,700	
21	7,439	8,000	(561)	-7.0%	7,388	8,000	20,212	30,000	-	30,000	24,400	24,400	24,400	24,400	
22	7,219,041	6,769,998	449,043	6.6%	7,162,367	6,813,998	8,585,333	16,191,100	-	93,550	16,284,650	15,867,900	16,147,900	16,437,050	
23	OPERATING EXPENSES														
24	PERSONNEL COSTS														
25	283,352	285,000	1,648	0.6%	283,352	285,000	955,448	1,295,000	-	1,295,000	1,359,800	1,427,800	1,499,200	1,574,200	
26	861	3,100	2,239	72.2%	861	3,100	35,139	37,200	-	37,200	37,200	39,100	41,100	43,200	
27	25,707	39,000	13,293	34.1%	25,707	39,000	117,793	18,700	-	18,700	18,700	19,600	20,600	21,600	
28	1,147	2,000	853	42.6%	1,147	2,000	22,853	156,000	-	156,000	156,000	163,800	172,000	180,600	
29	38,585	40,000	1,415	3.5%	38,585	40,000	101,415	24,000	-	24,000	24,000	25,200	26,500	27,800	
30	3,908	4,500	593	13.2%	3,908	4,500	13,493	159,600	-	159,600	159,600	167,600	176,000	184,800	
31	1,245	1,250	5	0.4%	1,245	1,250	1,755	3,000	-	3,000	3,000	3,400	3,600	3,600	
32	3,813	2,400	(1,413)	-58.9%	3,813	2,400	4,587	10,200	-	10,200	10,700	11,200	11,800	12,400	
33	-	-	-	0.0%	-	-	27,000	12,000	-	12,000	12,000	12,600	13,200	13,900	
34	2,871	3,000	129	4.3%	2,871	3,000	9,129	40,000	-	40,000	42,000	44,000	46,000	48,000	
35	110	150	40	26.7%	110	150	4,890	600	-	600	600	600	600	600	
36	43,377	(44,300)	(87,677)	-197.9%	43,377	44,300	(43,377)	352,000	-	352,000	-	-	-	-	
37	404,975	336,100	(68,875)	-20.5%	404,975	424,700	1,250,525	2,108,300	-	2,108,300	1,821,100	1,912,200	2,007,900	2,108,400	
38	OPERATING EXPENSES														
39	145	300	155	51.8%	145	300	12,155	12,300	-	12,300	12,700	12,700	12,700	12,700	
40	2,459	5,000	2,541	50.8%	2,459	5,000	96,700	96,700	-	96,700	97,700	98,700	99,800	100,900	
41	25,071	27,350	2,279	8.3%	25,071	27,350	56,229	105,400	-	105,400	96,750	97,700	98,800	99,900	
42	-	-	-	0.0%	-	-	74,000	90,500	-	90,500	91,500	92,500	93,500	94,500	
43	-	-	-	0.0%	-	-	20,000	20,000	-	20,000	20,000	20,000	20,000	20,000	
44	13,709	15,000	1,291	8.6%	13,709	15,000	3,395,791	3,030,000	-	93,550	3,123,550	3,040,000	3,040,000	3,040,000	
45	2,236	2,000	(236)	-11.8%	2,236	2,000	46,764	51,800	-	51,800	51,900	52,000	52,100	52,200	
46	1,407	1,500	93	6.2%	1,407	1,500	45,593	10,000	-	10,000	10,000	10,000	10,000	10,100	
47	1,959,793	1,972,300	12,507	0.6%	1,959,793	1,972,300	5,358,907	7,764,500	-	7,764,500	7,881,100	7,999,500	8,119,800	8,241,900	
48	22,900	19,000	(3,900)	-20.5%	22,900	19,000	(3,900)	138,700	-	138,700	117,200	117,400	117,600	117,800	
49	-	-	-	0.0%	-	-	40,620	36,000	-	36,000	36,000	36,000	36,000	36,000	
50	1,403	2,000	597	29.9%	1,403	2,000	235,000	112,000	-	112,000	72,300	72,600	72,900	73,200	
51	-	-	-	0.0%	-	-	1,597	9,000	-	9,000	9,000	9,000	9,000	9,100	
52	11,686	14,000	2,314	16.5%	11,686	14,000	43,800	36,000	-	36,000	34,800	34,900	35,000	35,100	
53	1,554	1,500	(54)	-3.6%	1,554	1,500	3,314	55,000	-	55,000	55,000	55,000	55,000	55,000	
54	9,869	7,500	(2,369)	-31.6%	9,869	7,500	6,251	8,500	-	8,500	8,600	8,700	8,800	8,900	
55	19,945	20,675	730	3.5%	19,945	20,675	22,675	140,000	-	140,000	152,400	152,800	153,200	153,600	
56	78	-	(78)	0.0%	78	-	2,117	60,000	-	60,000	60,600	61,200	61,800	62,400	
57	1,949	1,900	(49)	-2.6%	1,949	1,900	807	4,500	-	4,500	4,550	4,600	4,650	4,700	
58	6,579	8,000	1,421	17.8%	6,579	8,000	1,142	6,000	-	6,000	6,000	6,000	6,000	6,000	
59	2,023	2,000	(23)	-1.2%	2,023	2,000	6,579	32,000	-	32,000	32,000	32,000	32,000	32,000	
60	3,956	1,500	(2,456)	-163.7%	3,956	1,500	2,023	7,500	-	7,500	7,700	7,900	8,100	8,300	
61	22	500	478	95.5%	22	500	9,044	35,200	-	35,200	35,900	36,600	37,400	38,100	
62	414	1,000	586	58.6%	414	1,000	30,978	6,000	-	6,000	6,200	6,400	6,600	6,800	
63	13,831	7,500	(6,331)	-84.4%	13,831	7,500	5,186	4,000	-	4,000	4,000	4,000	4,000	4,000	
64	281	2,500	2,219	88.7%	281	2,500	13,831	30,000	-	30,000	11,000	11,000	11,000	11,000	
65	52	200	148	73.8%	52	200	281	10,000	-	10,000	10,200	10,400	10,600	10,800	
66	-	-	-	0.0%	-	-	1,344	10,000	-	10,000	10,200	10,400	10,600	10,800	
67	225,080	236,400	11,320	4.8%	225,132	236,600	1,418,868	1,503,100	-	1,503,100	1,558,900	1,617,000	1,677,400	1,740,400	
68	-	-	-	0.0%	-	-	136,000	136,000	-	136,000	136,000	136,000	136,000	136,000	
69	-	-	-	0.0%	-	-	300,400	300,400	-	300,400	166,800	172,500	178,900	185,300	
70	-	-	-	0.0%	-	-	299,800	221,700	-	221,700	218,100	216,300	214,500	212,700	
71	2,326,442	2,349,625	23,183	-1.0%	2,326,426	2,362,125	11,766,774	14,082,800	-	93,550	14,176,350	14,046,800	14,235,700	14,429,150	
72	TOTAL OPERATING EXPENSES														
73	2,731,417	2,685,725	(45,692)	-1.7%	2,730,401	2,786,825	13,017,299	16,191,100	-	93,550	16,284,650	15,867,900	16,147,900	16,437,050	
74	4,487,624	4,084,273	494,735	9.9%	4,431,966	4,027,173	(4,431,966)	-	-	-	-	-	-	-	
75	NET CHANGE IN OPERATIONS														
76	-	-	-	0.0%	-	-	-	1,732,000	-	-	1,732,000				

83000 Congestion Management Agency

Quarterly and Yearly Variance Analysis

Statement of Revenue, Expenses

Jul-Sept 2014				Sept YTD 2014-2015			FY 2014-2015	Quarter 1 Budget Adjustments	Quarter 2 Budget Adjustments	FY 2014-2015 Adjusted Budget	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020
Actuals	Budget	Difference \$	Difference %	Actuals	Budget	Remaining Balance	APPROVED			Projection	Projection	Projection	Projection	Projection	
OPERATING REVENUES															
REV- OPERATIONS															
803	-	803	0.0%	803	-	(803)	-	-	-	-	-	-	-	-	-
-	-	-	0.0%	-	-	-	-	-	-	-	-	-	-	-	-
803	-	803	0.0%	803	-	(803)	-	-	-	-	-	-	-	-	-
1,217,900	1,217,900	-	0.0%	1,217,900	1,217,900	-	1,217,900	93,550	1,311,450	2,099,800	2,195,200	2,295,200	2,361,250	1,935,700	
-	-	-	0.0%	-	-	-	-	-	-	-	-	-	-	-	
-	-	-	0.0%	-	-	-	1,000,000	-	1,000,000	1,012,000	1,012,000	1,012,000	1,012,000	1,012,000	
-	-	-	0.0%	-	-	-	1,250,000	-	1,250,000	500,000	500,000	500,000	500,000	1,075,000	
-	-	-	0.0%	-	-	-	461,700	-	461,700	24,000	24,000	24,000	24,000	24,000	
-	-	-	0.0%	-	-	-	117,000	-	117,000	929,300	929,300	929,300	929,300	929,300	
-	-	-	0.0%	-	-	-	549,700	-	549,700	-	-	-	-	-	
-	-	-	0.0%	-	-	-	200,000	-	200,000	188,000	188,000	188,000	188,000	188,000	
2,964	5,000	(2,036)	-40.7%	2,964	5,000	7,036	10,000	-	10,000	10,000	10,000	10,000	10,000	10,000	
-	-	-	0.0%	-	-	-	136,000	-	136,000	136,000	136,000	136,000	136,000	136,000	
43,377	44,000	(623)	-1.4%	43,377	44,000	308,623	352,000	-	352,000	352,000	352,000	352,000	352,000	267,500	
46,341	49,000	(2,659)	-5.4%	46,341	49,000	4,301,359	4,347,700	-	4,347,700	3,151,300	3,151,300	3,151,300	3,151,300	3,641,800	
1,716	1,800	(84)	-4.7%	1,716	1,800	6,284	8,000	-	8,000	4,000	4,000	4,000	4,000	4,000	
1,266,760	1,268,700	(1,940)	-0.2%	1,266,760	1,268,700	4,306,840	5,573,600	-	93,550	5,667,150	5,255,100	5,350,500	5,450,500	5,516,550	5,581,500
OPERATING EXPENDITURES															
PERSONNEL COSTS															
283,352	285,000	1,648	0.6%	283,352	285,000	1,011,648	1,295,000	-	1,295,000	1,359,800	1,427,800	1,499,200	1,574,200	1,652,900	
861	3,100	2,239	72.2%	861	3,100	36,339	37,200	-	37,200	37,200	39,100	41,100	43,200	45,400	
25,707	39,000	13,293	34.1%	25,707	39,000	(7,007)	18,700	-	18,700	18,700	19,600	20,600	21,600	22,700	
1,147	2,000	853	42.6%	1,147	2,000	154,853	156,000	-	156,000	163,800	172,000	180,600	189,600	199,600	
38,585	40,000	1,415	3.5%	38,585	40,000	(14,585)	24,000	-	24,000	25,200	26,500	27,800	29,200	30,600	
3,908	4,500	593	13.2%	3,908	4,500	155,693	159,600	-	159,600	167,600	176,000	184,800	194,000	203,200	
1,245	1,250	5	0.4%	1,245	1,250	1,755	3,000	-	3,000	3,200	3,400	3,600	3,800	4,000	
3,813	2,400	(1,413)	-58.9%	3,813	2,400	6,387	10,200	-	10,200	11,200	12,200	13,200	14,200	15,200	
-	-	-	0.0%	-	-	12,000	12,000	-	12,000	12,000	12,600	13,200	13,900	14,600	
2,871	3,000	129	4.3%	2,871	3,000	37,129	40,000	-	40,000	42,000	44,100	46,300	48,600	51,100	
110	150	40	26.7%	110	150	490	600	-	600	600	600	600	600	600	
361,598	380,400	18,802	4.9%	361,598	380,400	1,394,702	1,756,300	-	1,756,300	1,469,100	1,560,200	1,655,900	1,756,400	1,867,800	
OPERATING EXPENSES															
145	300	155	51.8%	145	300	12,155	12,300	-	12,300	12,700	12,700	12,700	12,700	12,700	
2,459	5,000	2,541	50.8%	2,459	5,000	67,541	70,000	-	70,000	71,000	72,000	73,000	74,000	75,000	
17,721	20,000	2,279	11.4%	17,721	20,000	58,279	76,000	-	76,000	77,000	78,000	79,000	80,000	81,000	
-	-	-	0.0%	-	-	80,000	80,000	-	80,000	81,000	82,000	83,000	84,000	85,000	
-	-	-	0.0%	-	-	10,000	10,000	-	10,000	10,000	10,000	10,000	10,000	10,000	
13,709	15,000	1,291	8.6%	13,709	15,000	3,001,291	3,015,000	93,550	3,108,550	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	
219	-	(219)	0.0%	219	-	42,581	42,800	-	42,800	42,800	42,800	42,800	42,800	42,800	
1,407	1,500	93	6.2%	1,407	1,500	8,593	10,000	-	10,000	10,000	10,000	10,000	10,100	10,200	
8,360	10,000	1,640	16.4%	8,360	10,000	41,640	50,000	-	50,000	50,000	50,000	50,000	50,100	50,200	
12,180	9,000	(3,180)	-35.3%	12,180	9,000	23,820	36,000	-	36,000	36,000	36,000	36,000	36,000	36,000	
-	-	-	0.0%	-	-	2,000	2,000	-	2,000	2,000	2,000	2,000	2,000	2,000	
1,403	2,000	597	29.9%	1,403	2,000	7,597	9,000	-	9,000	9,000	9,000	9,000	9,100	9,200	
-	-	-	0.0%	-	-	-	-	-	-	-	-	-	500	1,000	
11,686	14,000	2,314	16.5%	11,686	14,000	43,314	55,000	-	55,000	55,000	55,000	55,000	55,000	55,000	
1,554	1,500	(54)	-3.6%	1,554	1,500	4,446	6,000	-	6,000	6,000	6,000	6,000	6,200	6,400	
5,172	5,000	(172)	-3.4%	5,172	5,000	6,828	12,000	-	12,000	12,100	12,200	12,300	12,400	12,500	
2,039	3,000	961	32.0%	2,039	3,000	12,961	15,000	-	15,000	15,200	15,400	15,600	15,800	16,000	
-	-	-	0.0%	-	-	1,500	1,500	-	1,500	1,500	1,500	1,500	1,500	1,500	
1,142	1,100	(42)	-3.8%	1,142	1,100	2,858	4,000	-	4,000	4,000	4,000	4,000	4,000	4,000	
6,579	8,000	1,421	17.8%	6,579	8,000	25,421	32,000	-	32,000	32,000	32,000	32,000	32,000	32,000	
2,023	2,000	(23)	-1.2%	2,023	2,000	5,477	7,500	-	7,500	7,600	7,700	7,800	7,900	8,000	
3,956	1,500	(2,456)	-163.7%	3,956	1,500	21,044	25,000	-	25,000	25,200	25,400	25,600	25,800	26,000	
22	500	478	95.5%	22	500	4,978	5,000	-	5,000	5,100	5,200	5,300	5,400	5,500	
414	1,000	586	58.6%	414	1,000	3,586	4,000	-	4,000	4,000	4,000	4,000	4,000	4,000	
13,831	7,500	(6,331)	-84.4%	13,831	7,500	16,169	30,000	-	30,000	30,000	30,000	30,000	30,000	30,000	
281	2,500	2,219	88.7%	281	2,500	9,719	10,000	-	10,000	10,200	10,400	10,600	10,800	11,000	
1,344	2,500	1,156	46.2%	1,344	2,500	8,656	10,000	-	10,000	10,200	10,400	10,600	10,800	11,000	
52	200	148	73.8%	52	200	1,148	1,200	-	1,200	1,400	1,600	1,800	2,000	2,200	
-	-	-	0.0%	-	-	136,000	136,000	-	136,000	136,000	136,000	136,000	136,000	136,000	
-	-	-	0.0%	-	-	-	-	-	-	5,000	5,000	5,000	5,000	200	
-	-	-	0.0%	-	-	50,000	50,000	-	50,000	50,000	50,000	50,000	50,000	50,000	
107,699	113,100	5,401	4.8%	107,699	113,100	3,709,601	3,817,300	-	93,550	3,910,850	3,786,000	3,790,300	3,794,600	3,760,150	3,713,700
469,297	493,500	24,203	4.9%	469,297	493,500	5,104,303	5,573,600	-	93,550	5,667,150	5,255,100	5,350,500	5,450,500	5,516,550	5,581,500
797,464	775,200	22,264	2.9%	797,464	775,200	(797,464)	-	-	-	-	-	-	-	-	
-	-	-	0.0%	-	-	-	-	-	-	-	-	-	-	-	
Depreciation Expense															

8302000 Public Transit Fund Financial Statements
 Quarterly and Yearly Variance Analysis
 Statement of Revenue, Expenses

Jul-Sept 2014				Sept YTD 2014-2015			FY 2014-2015	Quarter 1 Budget Adjustments	Quarter 2 Budget Adjustments	FY 2014-2015 Adjusted Budget	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020
Actuals	Budget	Difference \$	Difference %	Actuals	Budget	Remaining Balance	APPROVED			Projection	Projection	Projection	Projection	Projection	
OPERATING REVENUES															
REV- OPERATIONS															
276,394	276,900	(506)	-0.2%	276,394	276,900	1,042,366	1,318,760		1,318,760	1,318,000	1,318,200	1,318,400	1,318,600	1,338,900	
15,115	15,340	(225)	-1.5%	15,115	15,340	78,585	93,700		93,700	88,900	88,900	88,900	88,900	85,300	
22,417	22,418	(1)	0.0%	22,417	22,418	70,483	92,900		92,900	93,900	94,900	95,900	96,900	97,900	
313,926	314,658	(732)	-0.2%	313,926	314,658	1,191,434	1,505,360	-	1,505,360	1,500,800	1,502,000	1,503,200	1,504,400	1,522,100	
5,539,585	5,089,440	450,145	8.8%	5,439,585	5,089,440	(92,945)	5,346,640		5,346,640	5,771,200	5,942,600	6,121,550	6,217,400	6,420,000	
TOTAL - OPERATIONAL REVENUE															
REV- INTERGOVERNMENTAL															
-	-	-	0.0%	-	-	1,552,900	1,552,900		1,552,900	1,552,900	1,552,900	1,552,900	1,552,900	1,552,900	
-	-	-	0.0%	-	-	550,500	550,500		550,500	522,600	525,600	528,600	531,600	534,600	
136,424	135,000	1,424	1.1%	136,424	135,000	1,250,100	1,250,100		1,250,100	854,900	863,900	869,900	878,900	888,900	
136,424	135,000	1,424	1.1%	136,424	135,000	3,607,076	3,743,500	-	3,743,500	3,320,400	3,332,400	3,341,400	3,423,400	3,466,400	
5,723	6,200	(477)	-7.7%	5,672	6,200	16,328	22,000		22,000	20,400	20,400	20,400	20,400	18,600	
5,995,658	5,545,298	450,360	8.1%	5,895,607	5,545,298	4,721,893	10,617,500	-	10,617,500	10,612,800	10,797,400	10,986,550	11,165,600	11,427,100	
TOTAL REVENUES															

Jul-Sept 2014				Sept YTD 2014-2015			FY 2014-2015	Quarter 1 Budget Adjustments	Quarter 2 Budget Adjustments	FY 2014-2015 Adjusted Budget	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020
Actuals	Budget	Difference \$	Difference %	Actuals	Budget	Remaining Balance	APPROVED			Projection	Projection	Projection	Projection	Projection	
OPERATING EXPENSES															
PERSONNEL COSTS															
43,377	44,300	923	2.1%	43,377	44,300	308,623	352,000		352,000	352,000	352,000	352,000	352,000	346,000	
43,377	44,300	923	2.1%	43,377	44,300	308,623	352,000	-	352,000	352,000	352,000	352,000	352,000	346,000	
TOTAL PERSONNEL COSTS															
OPERATING EXPENSES															
-	-	-	0.0%	-	-	26,700	26,700		26,700	26,700	26,700	26,800	26,900	27,350	
7,350	7,350	-	0.0%	7,350	7,350	22,050	29,400		29,400	19,750	19,700	19,800	19,900	20,050	
-	-	-	0.0%	-	-	10,500	10,500		10,500	10,500	10,500	10,500	10,500	10,550	
-	-	-	0.0%	-	-	10,000	10,000		10,000	10,000	10,000	10,000	10,000	10,000	
2,017	2,000	(17)	-0.8%	2,017	2,000	6,983	15,000		15,000	40,000	40,000	40,000	40,000	40,000	
-	-	-	0.0%	-	-	9,000	9,000		9,000	9,100	9,200	9,300	9,400	9,500	
1,951,432	1,962,300	10,868	0.6%	1,951,432	1,962,300	5,813,068	7,764,500		7,764,500	7,881,100	7,999,500	8,119,800	8,241,900	8,329,900	
10,720	10,000	(720)	-7.2%	10,720	10,000	88,700	88,700		88,700	67,200	67,400	67,600	67,800	68,000	
-	-	-	0.0%	-	-	110,000	110,000		110,000	70,300	70,600	70,900	71,200	71,500	
-	-	-	0.0%	-	-	36,000	36,000		36,000	34,800	34,900	35,000	35,100	35,200	
4,697	2,500	(2,197)	-87.9%	4,697	2,500	(2,197)	2,500		2,500	2,600	2,700	2,800	2,900	3,000	
17,906	17,675	(231)	-1.3%	17,906	17,675	110,094	128,000		128,000	140,300	140,600	140,900	141,200	141,500	
78	-	(78)	0.0%	78	-	44,922	45,000		45,000	45,400	45,800	46,200	46,600	47,000	
807	800	(7)	-0.9%	807	800	2,193	3,000		3,000	3,050	3,100	3,150	3,200	3,250	
-	-	-	0.0%	-	-	2,000	2,000		2,000	2,000	2,000	2,000	2,000	2,000	
-	-	-	0.0%	-	-	10,200	10,200		10,200	10,700	11,200	11,800	12,300	12,700	
-	-	-	0.0%	-	-	1,000	1,000		1,000	1,100	1,200	1,300	1,400	1,500	
-	-	-	0.0%	-	-	-	-		-	7,000	7,000	7,000	7,000	7,000	
-	-	-	0.0%	-	-	-	-		-	-	-	-	-	-	
225,080	236,400	11,320	4.8%	225,080	236,400	1,276,820	1,501,900		1,501,900	1,557,500	1,615,400	1,675,600	1,738,400	1,803,900	
-	-	-	0.0%	-	-	300,400	300,400		300,400	155,800	161,600	167,500	173,900	180,400	
-	-	-	0.0%	-	-	171,700	171,700		171,700	165,800	166,100	166,300	166,600	166,900	
2,220,087	2,239,025	18,938	0.8%	2,209,367	2,239,025	8,056,133	10,265,500	-	10,265,500	10,260,800	10,445,400	10,634,550	10,813,600	11,081,100	
2,263,465	2,283,325	19,860	0.9%	2,252,745	2,283,325	8,364,755	10,617,500	-	10,617,500	10,612,800	10,797,400	10,986,550	11,165,600	11,427,100	
3,732,194	3,261,973	470,220	14.4%	3,642,863	3,261,973	(3,642,863)	-	-	-	-	-	-	-	-	
-	-	-	0.0%	-	-	1,732,000	1,732,000		1,732,000	1,732,000	1,732,000	1,732,000	1,732,000	1,732,000	

Jul-Sept 2014				Sept YTD 2014-2015			FY 2014-2015	Quarter 1 Budget Adjustments	Quarter 2 Budget Adjustments	FY 2014-2015 Adjusted Budget	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020
Actuals	Budget	Difference \$	Difference %	Actuals	Budget	Remaining Balance	APPROVED			Projection	Projection	Projection	Projection	Projection	
CAPITAL REVENUES															
-	-	-	0.0%	-	-	232,700	232,700		232,700	-	-	-	-	465,400	
-	-	-	0.0%	-	-	-	-		-	-	-	-	-	-	
-	-	-	0.0%	-	-	467,000	467,000		467,000	-	-	-	-	-	
-	-	-	0.0%	-	-	200,000	200,000		200,000	-	-	-	-	-	
-	-	-	0.0%	-	-	1,949,600	1,949,600		1,949,600	6,025,000	1,500,000	25,000	25,000	25,000	
-	-	-	0.0%	-	-	95,000	95,000		95,000	-	-	-	-	-	
-	-	-	0.0%	-	-	2,944,300	2,944,300		2,944,300	6,025,000	1,500,000	25,000	25,000	490,400	
TOTAL CAPITAL REVENUES															
CAPITAL PURCHASES															
-	-	-	0.0%	-	-	381,700	381,700		381,700	25,000	25,000	25,000	25,000	25,000	
-	-	-	0.0%	-	-	1,110,000	1,110,000		1,110,000	-	1,475,000	-	-	-	
249,005	152,500	96,505	0.0%	249,005	152,500	(46,505)	202,500		202,500	-	-	-	-	-	
-	-	-	0.0%	-	-	250,000	250,000		250,000	-	-	-	-	-	
-	-	-	0.0%	-	-	1,000,100	1,000,100		1,000,100	6,000,000	-	-	-	-	
249,005	152,500	96,505	-63.3%	249,005	152,500	2,695,295	2,944,300		2,944,300	6,025,000	1,500,000	25,000	25,000	25,000	
(249,005)	(152,500)	(96,505)	-63.3%	(249,005)	(152,500)	249,005	-	-	-	-	-	-	-	465,400	
NET CHANGE IN CAPITAL															

THIS PAGE CALCULATES FROM OTHER PAGES

PUBLIC TRANSIT STATISTICS															
Estimated Passengers							845,100				851,314	860,054	868,821	877,716	868,254
Cost Per Passenger							\$12.56				\$12.47	\$12.55	\$12.65	\$12.72	\$13.16
Estimated Service Hours							131,600				131,200	131,200	131,200	131,200	133,700
Cost Per Hour of Service- Fully Burdened							\$77.09				\$78.44	\$79.80	\$81.19	\$82.51	\$82.08



December 17, 2014
NCTPA Agenda Item 11.3
Continued From: New
Action Requested: INFORMATION

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board receive the monthly Federal and State Legislative Update.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Board will receive a Federal legislative update (Attachment 1) provided by Van Scoyoc Associates and a State legislative update (Attachment 2) provided by Platinum Advisors.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Discussion

FINANCIAL IMPACT

Is there a fiscal impact? No.

CEQA REQUIREMENTS

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

SUPPORTING DOCUMENTS

Attachments: (1) December 3, 2014 Federal Legislative Update (Van Scoyoc Assoc)
(2) December 2, 2014 State Legislative Update (Platinum Advisors)



TO: Kate Miller, NCTPA
FROM: Steve Palmer, Van Scoyoc Associates
DATE: December 3, 2014
SUBJECT: Federal Legislative Update

The following is a summary of federal legislative activities related to transportation, housing, and environmental issues. The House and Senate were in session for two weeks from November 10 until November 21, before recessing for Thanksgiving. Both bodies reconvened on Monday, December 1, and will likely remain in session until late next week. In addition to passing legislation funding the federal government (see below), Congress is also likely to approve a “tax extenders” package that will renew approximately \$45 billion in tax credits that expired at the end of 2013.

FY 2015 Appropriations. Prior to breaking to campaign for the November elections, Congress passed a continuing resolution (CR) to fund the federal government at current levels through December 11, 2014. Congress will have to pass legislation by December 11 to avoid a shutdown. Currently, it appears likely that Congress will pass a bill that will fund the government through the end of the fiscal year on September 30, 2015. Majority Leader Reid and Speaker Boehner have both expressed support for such a bill. Text of the legislation has not yet been made public.

While most programs will be funded through traditional appropriations bills, it is likely that the Homeland Security Appropriations bill will be funded through a short-term continuing resolution (CR) lasting until February or March. This is a result of Republicans’ opposition to President Obama’s recent Executive Order on immigration, and their desire to debate the issue as part of an appropriations bill early next year.

Nomination for FTA Administrator. On November 19, the Senate Banking Committee approved the nomination of Therese McMillan to be Administrator of the Federal Transit Administration. Ms. McMillan has been with the agency since 2009 and has been serving as Acting Administrator since July. The nomination will now move to the full Senate for consideration. While Ms. McMillan’s nomination is uncontroversial, it is unclear how the Senate plans to proceed on nominations the rest of this year.

Hearing on FAA/NextGen. On November 18, the House Committee on Transportation and Infrastructure held a hearing entitled “FAA Reauthorization: Issues in Modernizing and Operating the Nation’s Airspace.” The hearing focused on the obstacles FAA has faced in implementing NextGen, and on potential solutions for improving the nation’s air traffic control system. The Committee is likely to hold additional hearings early next year as it crafts legislation to reauthorize the FAA.

Hearing on Ebola Response. On November 12, the Senate Appropriations Committee held a hearing on the U.S Government Response to the Ebola Outbreak. Witnesses included Secretary of Health and Human Services Sylvia Burwell, Secretary of Homeland Security Jeh Johnson, and representatives of the Department of State and Department of Defense. This was the first Senate hearing on Ebola. The House held several similar hearings in October, and another such hearing on November 18, in the House Energy and Commerce Committee.

ABLE Act for Disabled Americans. The House is expected to pass legislation this week that would allow disabled Americans to set up tax-free savings accounts to pay for expenses such as education, housing, transportation, job training, and health care. The legislation is also expected to pass the Senate later this week or next week.

Upcoming Hearing on Inequality and the Housing Market. On Tuesday, December 9, the Senate Committee on Banking, Housing, and Urban Affairs is scheduled to hold a hearing entitled “Inequality, Opportunity, and the Housing Market.” Witnesses will include representatives of the National Association of Realtors, National Fair Housing Alliance, Center for American Progress, and New Jersey Community Capital (a non-profit organization that provides financial assistance for low-income housing).

Waters of the U.S. Comment Period Closes. The comment period for the “Waters of the United States” rule closed on November 14, 2014. The comment period for the rule, which is a joint rulemaking by the Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers, was extended twice from its original July 21 deadline. The proposed rule would significantly expand the jurisdiction of the federal government to include water bodies such as isolated wetlands, ditches, and ephemeral streams. Nearly 700,000 comments were filed to the rule.

EPA Ozone Rulemaking. On November 25, the EPA issued a Notice of Proposed Rulemaking (NPRM) proposing to lower the federal smog standard by reducing the permitted amounts of ground level ozone in the air, from 75 parts per billion (ppb) to between 65 and 70 ppb. Business and industry groups are likely to oppose the more stringent standards.

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December 2, 2014

TO: Kate Miller, Executive Director
Napa County Transportation Planning Agency

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

The Capitol was busy yesterday as new and returning legislators descend on the Capitol to be sworn-in and to officially elect leaders for the 2015-2016 legislative session. These new members include NCTPA's own, Assemblymember Bill Dodd. Senator Kevin de Leon was quickly sworn-in as the Senate Pro Tem, and the Assembly re-elected Assemblymember Toni Atkins as Speaker of the Assembly. While the Democrats swept all statewide offices, and hold a strong majority in the Senate and Assembly, they lost their supermajority in Senate and Assembly. In the Senate Orange County Supervisor Janet Nguyen beat democrat Jose Solorio in a race to replace termed-out Senator Lou Correa (D), and Senator Andy Vidak (R) easily won re-election to a full four-year term in a heavily democratic district.

On the Assembly side three sitting Assembly Dem incumbents were defeated: Sharon Quirk-Silva of Orange County, Al Muratsuchi of Torrance and Steve Fox of Lancaster. In one of the most watched Assembly races, Democrat Tim Sbranti lost to Republican challenger Catharine Baker for the East Bay Assembly District. Many will recall that the primary for this race cost \$8 million with Sbranti coming out as the favorite in what many called a safe-Democrat seat.

In the Senate, Democrats have a 25-14 majority with one seat to be filled in a December 9th special election, and two seats will soon be vacated with the election of Senators Mark DeSaulnier and Mimi Walters to Congress. In the Assembly, Democrats have a 52-28 majority, but this number will fluctuate as some members move up to fill Senate vacancies.

Assembly Speaker Toni Atkins announced her leadership team last week and plans to announce committee memberships this week: Majority Floor Leader: Chris Holden (L.A./San Bernardino counties). Assistant Majority Floor Leader: Cristina Garcia (L.A. County), Speaker Pro Tempore: Kevin Mullin (San Mateo County), Assistant Speaker Pro Tempore: David Chiu (San Francisco), Majority Whip: Miguel Santiago (L.A. County), Assistant Majority Whip: Evan Low (Santa Clara County), Assistant Majority Whip: Jim Cooper (Sacramento/San Joaquin counties). Pro Tem de Leon is expected to announce committee assignments soon. In addition, the following Senators have been named to the Senate Rules Committee, Senators Jean Fuller (R), Anthony Cannella (R), Holly Mitchell (D), and Connie Leyva (D).

Staying Positive: The trauma caused by the staggering deficits of the recession keeps us always watching the monthly revenue updates; fortunately, things continue to look positive. The State Controller's Office released its update for October, where revenues beat projections by 12.3%. Income tax revenue exceeded projections by \$363 million, and corporate tax revenue smashed projections by \$303 million. Finance projected corporate tax revenue would only generate \$25 million in October, but revenues totaled \$328 million for the month. This positive news offsets the lackluster sales tax receipts which were \$37 million below projections. For the first quarter of the fiscal year total revenues exceeded the Department of Finance's projections by \$1.2 billion.

In addition the Legislative Analyst's Office (LAO) released its annual update, "California's Fiscal Outlook," outlining what the LAO views as the most likely financial scenario for California provided continuation of existing laws. The view is generally positive, with a likelihood of a \$2 billion surplus at the end of the 2014-15 fiscal year. The additional \$2 billion is expected to be completely eaten up in the Prop 98 guarantee for school funding. The LAO believes that mandate reimbursement funding for local governments will be triggered in May 2015, which will result in \$170 million in reimbursements to cities, counties, and special districts. These reimbursements are in addition to the \$100 million appropriated in the current fiscal year. At the end of 2015-16, the LAO expects a reserve of \$4.2 billion. The LAO's full report may be found here: <http://lao.ca.gov/reports/2014/budget/fiscal-outlook/fiscal-outlook-111914.pdf>

Bill Introductions: Monday's organizational meeting provides the first opportunity for bill introductions in the 2015-16 session. Several legislators introduced bills including an automatic recount bill in close statewide elections, one to prevent pedestrians from being charged a toll on the Golden Gate Bridge, as well as a measure to include healthcare coverage for undocumented immigrants in Covered California.

There were also several transportation related bills introduced that are primarily retreads from last year. These include AB 4 (Linder), which would halt the practice of using truck weight fee revenue to pay for transportation bond debt, thus freeing up hundreds of millions of dollars for transportation projects, and AB 6 (Wilk) which would halt the use of high speed rail bonds for the high speed rail project and redirect the remaining bond proceeds to schools.

Senator Jim Beal has introduced a bill that raises concerns. SB 9 would revise the Cap & Trade Transit and Intercity Rail Capital Program to prohibit the use of these funds for operations as well as direct these funds to "large transformative projects" with a cost exceeding \$100 million. This would eliminate NCTPA's ability to compete for these funds, along with numerous other large and small transit operators.

A group of Senate and Assembly Republican members have also renewed their effort to exempt fuels from the cap & trade auction. Several bills have been introduced that would delay including fuels in the cap & trade auction until 2020. These include, AB 23 (Paterson), SB 1 (Gaines), which exempt fuels until 2025, and SB 5 (Vidak). Transportation fuels are scheduled to be in the auction starting in January, and these emission credits are expected to double the amount of cap & trade auction revenue. Being tagged the "hidden tax" the exemption effort is the continuation of what was a bi-partisan effort started last session. Last year's bills were

never heard in committee, but if gas prices do spike after the first auction is held, this proposal will be closely contested effort. In addition, Assemblyman Perea has introduced AB 21. While this bill does not exempt fuels from the auction, it directs CARB to recommend to the Legislature and Governor GHG reduction targets for 2030 that can be accomplished in a “cost-effective” manner.

Low Carbon Dollars: Caltrans has released the draft guidelines for the Low Carbon Transit Operations Program. Caltrans expects to adopt the final guidelines in December, and any comments on the draft guidelines should be submitted by December 10th. Caltrans is organizing two workshops. The first will coincide with the CTC meeting in Riverside on December 9th or 10th, and the second will be in Sacramento on December 17th.

In the current fiscal year \$25 million in cap & trade dollars have been appropriated to this program for allocation to transit operators via the STA formula. In future fiscal years, this program will receive 5% of auction revenues. Pursuant to the draft guidelines, for the initial year operators will be notified of their share in December, and operators will have until February 1st to submit expenditure proposals. These applications will then be reviewed by Caltrans and ARB to ensure they proposed use complies with the guidelines. The funds should then be released by April 15th. In addition to ensuring the funds are used to reduce GHG emissions, operators with disadvantaged communities within their service area must use 50% of their share on projects that benefit disadvantaged communities. The draft guidelines intend to provide flexibility to operators on how and when funds are drawn down. The guidelines include a process to secure a Letter of No Prejudice, and other provisions essentially allow an operator to “bank” its share until it has sufficient funds for a project.

The draft guidelines can be found at:

http://www.dot.ca.gov/docs/DiscussionGuidelinesLCTOP_11_07_14.pdf

Strategic Growth Council: Last week the Strategic Growth Council announced that its December meeting is being pushed back to January 20th. The Council was expected to adopt the guidelines for the Low Income Housing & Sustainable Communities program, but due to the extensive comments received SGC staff needed extra time to draft the revisions. The revised guidelines are expected to be released by mid-December.

Road User Charge: With the enactment of SB 1077, the CTC is moving quickly to form the Road User Charge Technical Advisory Committee. SB 1077 directs the CTC to form an advisory committee that will examine the use and implementation of a mileage based user fee in California. The Committee must issue a report on its findings, which will be used by the Transportation Agency to implement a pilot program by January 1, 2017.

On November 12th, the CTC approved a plan directing staff to contact potential participants pursuant to SB 1077. The 15-member advisory committee will include elected officials representing 4 regional transportation agencies, privacy rights advocates, social equity

representative, business, and legislative representatives, among others. CTC staff will return to the Commission at the December meeting on the final composition of the advisory committee.