

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, April 16, 2025
11:00 AM

****Special Meeting****

Redwood Credit Union 480 Devlin Road Napa, CA 94558

NVTa Board of Directors

All materials relating to an agenda item for an open session of a regular or special meeting of the NVTa Board of Directors are posted on the NVTa website at: <https://nctpa.legistar.com/Calendar.aspx>

This meeting will be conducted as an in-person meeting at the location noted above. Remote teleconference access will not be available.

The agenda will be posted 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTa Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTa holidays. Should the office be closed or staff is working remotely due to a declared emergency, you may email info@nvta.ca.gov to request a copy of the agenda.

Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at the NVTa office at 625 Burnell Street, Napa, CA 94559 and will be made available to the public on the NVTa website at nvta.ca.gov. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may comment on matters within the subject matter of the Board's jurisdiction, that are not on the meeting agenda during the general Public Comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

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

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

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

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

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

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

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

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

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

7. CONSENT AGENDA ITEMS

7.1 Meeting Minutes of March 19, 2025 (Laura Sanderlin) (Pages 8-11)

Recommendation: Board action will approve the minutes of the March 19th regular meeting.

Estimated Time: 11:30 a.m.

Attachments: [Draft Minutes](#)

7.2 Citizen Advisory Committee (CAC) Member Appointment (Laura Sanderlin) (Pages 12-17)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve the appointment of Gary Woodruff, representative for the City of Napa, to the Citizen Advisory Committee for a two (2) year term.

Estimated Time: 11:30 a.m.

Attachments: [Staff Report](#)

7.3 Active Transportation Advisory Committee (ATAC) Member Appointments (Patrick Band) (Pages 18-26)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve the appointments of Kathleen Kittel and Thomas Gorton, both representing the City of Napa, to the ATAC for a two (2) year term.

Estimated Time: 11:30 a.m.

Attachments: [Staff Report](#)

7.4 Disposal of Non-Performing Assets (Antonio Onorato) (Pages 27-33)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board:

(1) Declare certain assets as non-performing, and

(2) Approve Resolution No. 25-05 authorizing the disposal of fixed asset property and inventory items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

Estimated Time: 11:30 a.m.

Attachments: [Staff Report](#)

7.5 Napa Valley Transportation Authority (NVTB) Agreement No. 25-C22 with Brightview Landscape Services, Inc. for Landscape Maintenance Services (Antonio Onorato) (Pages 34-62)

Recommendation: That the Napa Valley Transportation Authority authorize the Executive Director, or designee to execute and make minor changes to Agreement No. 25-C22 with Brightview Landscape Services Inc. of American Canyon for landscape maintenance Services for a period of up to five years in an amount not to exceed \$250,000 which includes a contingency of \$52,702.

Estimated Time: 11:30 a.m.

Attachments: [Staff Report](#)

8. REGULAR AGENDA ITEMS

- 8.1 **2025 Board Retreat: Kick-off to the Countywide Transportation Plan Intersections 2050 - Connecting Land Use, Transportation and Community**

9. FUTURE AGENDA ITEMS**10. ADJOURNMENT****10.1 The next Regular Meeting is May 21, 2025.**

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, April 11th.

Laura Sanderlin

Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVRTA Board of Directors

Wednesday, March 19, 2025

1:00 PM

JoAnn Busenbark Board Room

1. Call to Order

Chair Joseph called the meeting to order at 1:16pm.

2. Approval of Board Member Remote Participation

None

3. Roll Call

Scott Sedgley
Donald Williams
Kevin Eisenberg
Robin McKee
Pierre Washington
Michelle Deasy
Liz Alessio
Margie Mohler
Mark Joseph
Paul Dohring
Amber Manfree
Non-Voting:
Devereaux Smith
Absent:
Bernie Narvaez

4. Adoption of the Agenda

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

Aye: 19 - Sedgley, Williams, Eisenberg, McKee, Washington, Deasy, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 5 - Narvaez

5. Public Comment

Public comment by Michael Baldini, Chair of the Citizen Advisory Committee and Member of the Policy Advisory Council for the Metropolitan Transportation Commission.

Public comment by Ashley Tenschler, Member of the Citizen Advisory Committee in support of the Vine system utilizing the vehicle positions completeness by day metric to enhance ridership.

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

Director Manfree reported recent MTC activities.

No further updates reported.

7. Executive Director's Update

Executive Director Miller reported:

- SGTC improvement project underway
- Staffing updates
- Overview of recent Open House for the Countywide Active Transportation Plan
- Staff participation at NCOE 8th grade career Fair
- Transit Transformation Task Force recent meeting topics
- Small Operator's visit to the Bus Maintenance Facility
- Participation in the SR37 Equity Workshop
- Transit staff attended Transdev corporate training
- Upcoming outreach events

8. Caltrans' Update

Amani Meligy, Caltrans reported project updates.

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

9. CONSENT AGENDA ITEMS

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

Aye: 19 - Sedgley, Williams, Eisenberg, McKee, Washington, Deasy, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 5 - Narvaez

9.1 Meeting Minutes of February 19, 2025 (Laura Sanderlin) (Pages 9-12)

Attachments: [Draft Minutes](#)

9.2 Measure T 6.67% Equivalent Fund Certification (Addrell Coleman) (Pages 13-18)

Attachments: [Staff Report](#)

9.3 Resolution No. 25-04 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) (Joanne Au) (Pages 19-24)

Attachments: [Staff Report](#)

9.4 Napa Valley Transportation Authority (NVRTA) Agreement No. 25-C05 with Brown Armstrong Certified Public Accountants for Professional Audit Services (Antonio Onorato) (Pages 25-57)

Attachments: [Staff Report](#)

Agenda Item 9.4 pulled by Vice Chair Dohring to inquire about the number of proposals received and length of contract. Staff provided response noting the number of firms who received the RFP and continuity factor in determining term length.

Motion MOVED by DOHRING, SECONDED by ALESSIO to APPROVE Consent Item 9.4. Motion passed unanimously.

Aye: 19 - Sedgley, Williams, Eisenberg, McKee, Washington, Deasy, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 5 - Narvaez

10. CLOSED SESSION

Board entered into Closed Session.

10.1 PUBLIC EMPLOYMENT

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

Title: Executive Director

10.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:

Initiation of Litigation pursuant to Government Code Section 54956.9(d)(4) (1 potential case)

Board returned to Open Session at 3:20pm with No Reportable Action.

11. REGULAR AGENDA ITEMS

11.1 Napa Valley Transportation Authority (NVTa) Organizational Structure (Laura Sanderlin) (Pages 58-65)

Attachments: [Staff Report](#)

Motion MOVED by MOHLER, SECONDED by MANFREE to APPROVE Item 11.1 adding one FTE position to the organizational structure under the condition that an offer of employment is made by the incoming Executive Director. Motion passed unanimously.

Aye: 14 - Williams, Eisenberg, McKee, Washington, Deasy, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 10 - Sedgley, and Narvaez

11.2 Accessible Transportation Needs Assessment (ATNA) Draft Plan Release (Diana Meehan) (Pages 66-69)

Attachments: [Staff Report](#)

Information only/no action taken

11.3 Funding Agreement with the Solano Transportation Authority (STA) for the Solano-Napa North Bay Passenger Rail Feasibility Study (Danielle Schmitz) (Pages 70-82)

Attachments: [Staff Report](#)

Public comment made by Michael Baldini.

Motion MOVED by ALESSIO, SECONDED by DEASY to APPROVE Agenda Item 11.3 to enter into Agreement No. 25-C14 with the STA. Motion passed unanimously.

Aye: 14 - Williams, Eisenberg, McKee, Washington, Deasy, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 10 - Sedgley, and Narvaez

11.4 Napa Valley Transportation Authority (NVTa) Agreement No. 25-C03 with KNN Public Finance for On-Call Financial Advisory Services (Antonio Onorato) (Pages 83-102)

Attachments: [Staff Report](#)

Motion MOVED by MANFREE, SECONDED by MCKEE to APPROVE Agenda Item 11.4 to enter into Agreement No. 25-C03 with KNN Public Finance. Motion passed unanimously.

Aye: 14 - Williams, Eisenberg, McKee, Washington, Deasy, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 10 - Sedgley, and Narvaez

11.5 Federal and State Legislative Update (Kate Miller) (Pages 103-122)

Attachments: [Staff Report](#)

Motion MOVED by MOHLER, SECONDED by EISENBERG to APPROVE Agenda Item 11.5 taking support position for AB 697. Motion passed unanimously.

Aye: 14 - Williams, Eisenberg, McKee, Washington, Deasy, Alessio, Mohler, Joseph, Dohring, and Manfree

Absent: 10 - Sedgley, and Narvaez

12. FUTURE AGENDA ITEMS

None

13. ADJOURNMENT

Chair Joseph adjourned the meeting at 3:50pm.

13.1 The next Regular Meeting is Wednesday, April 16th.

Laura M. Sanderlin, NVTa Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Citizen Advisory Committee (CAC) Member Appointment

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointment of Gary Woodruff to the Citizen Advisory Committee, representative for the City of Napa, for a two (2) year term.

EXECUTIVE SUMMARY

The CAC was formed by NVTA to advise the NVTA Board on specific modes, projects, and programs. The CAC composition is intended to ensure broad representation from communities in Napa Valley and to retain members to foster expertise and institutional knowledge about projects and programs. Board action would appoint one member to serve on the CAC for a two-year term.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary (707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Citizen Advisory Committee (CAC) Member Appointment

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointment of Gary Woodruff to the Citizen Advisory Committee for a two (2) year term.

COMMITTEE RECOMMENDATION

None

BACKGROUND

City/Town/County members are appointed by their respective Councils or Board of Supervisors before being approved by the NVTA Board. The City Council for the City of Napa approved Gary Woodruff's application at the April 1st meeting. Board action would reappoint Gary Woodruff, representing the City of Napa to the Citizen Advisory Committee (CAC).

The CAC by-laws state that the committee structure and representation should strive to represent a diverse, cross-section of the community including members of underrepresented groups in Napa Valley.

The CAC is composed of 19 members of which six are currently vacant. Staff is actively recruiting to fill vacant positions. These include members representing the City of St. Helena, the City of Calistoga, Agriculture, Environmental Interest, Vintner, and Active Transportation.

If representation of a certain group or jurisdiction cannot be filled after solicitation for that position, the vacancy may be filled with a member at-large.

ALTERNATIVES

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

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The CAC is comprised of members from the community representing various interests in Napa Valley. The purpose of the CAC is to advise the NVTA Board on projects and programs.

ATTACHMENT(S)

- 1) Gary Woodruff Member Application - Redacted

Profile

Submit Date: Aug 27, 2024

Gary

First Name

L

Middle
Initial

Woodruff

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Resident Address above)

Primary Phone

Alternate Phone

Length of Residence in the City of Napa:

32

Length of Residence in the County of Napa:

65

Registered to vote in the City of Napa?☒ Yes ☐ No

Retired

Employer

Job Title

Ethnicity *☒ Other

Interests & Experiences**Which Boards would you like to apply for?**

Napa Valley Transportation Authority (NVTa) Citizen Advisory Committee (CAC): Submitted

Community Service Experience:

I was on the committee for Two Years. I have extensive experience in space planning for mobile MRI and CT scanning. Hospital planning for many hospitals in the western states. I have been in the Long Term planning Architecture group within Sutter for Clinics and Hospitals. Workflow designs for staff both physical and processes for the past 19 years. I am a member of the School Board Citizens Bond Review Committee . I am on the County Grand Jury Alternate.

Education:

BA in Hospital Administration, AS in Radiology Technology.

Other relevant experience or expertise:

Have worked as primary coordinator for the Vintage High Band Review for bus parking system overview and the Downtown parade planner for 10 years. I have assisted as an advisor for the American Band Review for the last 3 years.

Additional Questions

What is your understanding of the role and responsibility of this board?

Long term vision of how we should integrate multiple types of infrastructure for transportation needs of the city and valley. I have enjoyed the opportunity of adding in advice for certain directions during my present term.

Have you ever attended a meeting of this board? If so, how many?

Been a member for the last two years

What duties of this board are most interesting to you?

All aspects Long term planning and visions

What activities of this board are least interesting to you?

The cross work with the Advisory Board.

What programs or projects would you like to see improved or implemented?

Secondary levels of transportation, bus, bike, communizing issues

How would you approach improving these project(s) or program(s)?

Possible business incentives

Are you involved in any organizations or activities that may result in a conflict of interest if you are appointed to this board?

No

Please list two local references and their phone numbers:

How did you learn of this vacancy?

☒ Internet



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Active Transportation Advisory Committee (ATAC) Member Appointments

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the appointments of Kathleen Kittel and Thomas Gorton, both representing the City of Napa, to the ATAC for a two (2) year term.

EXECUTIVE SUMMARY

The ATAC is made up of eleven members with representation that mirrors the voting structure of the NVRTA Board. Committee structure consists of four members representing the City of Napa, two members representing the County of Napa, two members representing the City of American Canyon, one member representing the Town of Yountville, one member representing the City of St. Helena, and one member representing the City of Calistoga. Board action would appoint two new members to serve on the Active Transportation Advisory Committee

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Patrick Band, Associate Planner/Program Administrator
(707) 259-8781 / Email: pband@nvta.ca.gov
SUBJECT: Active Transportation Advisory Committee Member Appointments

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Katherine Kittel and Thomas Gorton, both representing the City of Napa, to the ATAC for a two (2) year term.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The City of Napa has four (4) representatives on the NVTA Active Transportation Advisory Committee (ATAC). One position expired in July 2024, the other has been vacant since 2022 despite ongoing active recruitment by NVTA and the City. The Napa City Council approved the appointments of Katherine Kittel and Thomas Gorton at their April 1, 2025 meeting to serve as representatives on the ATAC for a two-year term.

Ms. Kittel is a 21-year resident of the City of Napa, is a bike commuter, and has been actively involved in various community organizations. She is interested in serving on the ATAC to support and encourage greater use of active transportation in the city and county. Mr. Gorton is also a long-time resident of the City of Napa and is actively involved with Napa RCD, Napa County Bicycle Coalition and Ole Health and is interested in advocating for projects that will enable safe walking and biking.

ATAC has three (2) remaining openings; one member representing the City of American Canyon and two representing the County of Napa. NVTA staff are actively recruiting to fill these vacancies.

ALTERNATIVES

The Board could decide not to approve these appointments, which would leave additional vacancies on the ATAC.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The NVTA ATAC committee advises the Board on matters pertaining to the active transportation needs of the community and supports efforts towards sustainable transportation goals in the Valley.

ATTACHMENTS

- (1) Katherine Kittel Application (redacted)
- (2) Thomas Gorton Application (redacted)

Profile

Katherine

First Name

Kittel

Last Name

Middle
Initial

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Resident Address above)

Primary Phone

Alternate Phone

Length of Residence in the City of Napa:

21 years

Length of Residence in the County of Napa:

21 years

Registered to vote in the City of Napa?☒ Yes ☐ No

Employer

Job Title

Ethnicity *☒ Hispanic

Interests & Experiences**Which Boards would you like to apply for?**

Napa Valley Transportation Authority (NVTA) Active Transportation Advisory Committee
(ATAC) : Submitted

Community Service Experience:

I served in my homeowners association for seven years as volunteer pool manager, and as board president for 5 years. I fed and cared for all animals at Connolly Ranch on Sundays for seven years.

Education:

San Jose State University, BA Anthropology, French Monterey Institute International Studies, MA International Policy Studies

Other relevant experience or expertise:

I have biked or walked to work year round for most of my 38 years career: Munich, Germany - used bicycle to travel 3 miles each way daily to school Stanford - bicycle 2 miles each way University of Washington - walked 1.5 miles each way Bell Wine Cellars - bicycle 9 miles one way Napa Valley College - bicycle 6.5 miles each way I also use bike to run errands around town on weekend, and walk an annual average of 3.2 miles per day, often in neighborhoods around Napa, and Yountville.

Additional Questions

What is your understanding of the role and responsibility of this board?

I expect this group to review staff reports and proposals and make recommendations to the transportation agency.

Have you ever attended a meeting of this board? If so, how many?

no

What duties of this board are most interesting to you?

Review and understand the issues behind the decisions made and planning goals for active transportation.

What activities of this board are least interesting to you?

Can't think of any

What programs or projects would you like to see improved or implemented?

I would like to see the board make recommendations that encourage greater use of active transportation in city and county of Napa. It is a small flat valley that anyone can get around in without using a car. We might consider more group activities, such as neighborhood bike rides, closing off certain streets once a month, bike buses for children, in which several adults ride through neighborhoods collecting children on bikes as the group rides safely to school. Bike lanes could use improved sweeping, and when road repairs are made, extra effort should be made to leave patches across the bike lane smooth so as not to create dangerous pits and bumps for riders. Streets with long stretches without driveways, entry/exits, crossroads should be identified for bike lanes because they are safest. It would be better if buses were equipped with a larger space at the back of the bus to transport bikes, rather than having the racks at the front. The racks are too high off the ground for an average female to lift bike onto. I've struggled many times. Also, with only two, the racks might be full, or a bus arrives that doesn't have a rack at all, thereby discouraging regular use. Also, it would be impossible to lift an e-bike (heavier) onto those racks for a one ride up the valley for a recreational or commuter ride back.

How would you approach improving these project(s) or program(s)?

Use my experience as an active transportation user, to offer ideas, solutions (including international), ways to market new programs, find funding and generally encourage the staff, who are doing their best.

Are you involved in any organizations or activities that may result in a conflict of interest if you are appointed to this board?

no

Please list two local references and their phone numbers:

How did you learn of this vacancy?

☒ Internet

Profile

Thomas R Gorton
First Name Middle Initial Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

Mailing Address (if different than Resident Address above)

Primary Phone

Alternate Phone

Length of Residence in the City of Napa:

18 years

Length of Residence in the County of Napa:

19 years

Registered to vote in the City of Napa?

☒ Yes ☐ No

Trinchero Family
Estates/Sutter Home Winery
Inc
Employer

Business Intelligence
Manager
Job Title

Ethnicity *

☒ Caucasian/Non-Hispanic

Interests & Experiences

Which Boards would you like to apply for?

Napa Valley Transportation Authority (NVTA) Active Transportation Advisory Committee
(ATAC) : Submitted

Community Service Experience:

Various volunteering engagements with: Napa RCD, Napa Bike Coalition, OLE Health.

Education:

B.A. Economics - Case Western Reserve University 2004

Other relevant experience or expertise:

Strong analytical skills, collaborative. Cyclist and advocate for non-car-based transportation.

Additional Questions

What is your understanding of the role and responsibility of this board?

Advise NVTA on plans for development of active transportation in Napa Valley. Awareness of local priorities for walking and biking.

Have you ever attended a meeting of this board? If so, how many?

No

What duties of this board are most interesting to you?

I'm interested to connect more with the community and advocate for projects that will enable safe walking and cycling.

What activities of this board are least interesting to you?

It all seems interesting!

What programs or projects would you like to see improved or implemented?

In addition to pushing forward on completing the Vine Trail, I'd like to see programs that can help shift more commutes/trips to active methods.

How would you approach improving these project(s) or program(s)?

Increase outreach/publicity of safe, active transportation resources to encourage more members of the community to walk/bike. Study and improve safety of high-traffic intersections (such as Vine Trail crossing of Redwood Road)

Are you involved in any organizations or activities that may result in a conflict of interest if you are appointed to this board?

I donate annually to bike-related organizations such as Vine Trail and Napa Bike. I don't anticipate that this would result in conflict of interest.

Please list two local references and their phone numbers:

How did you learn of this vacancy?

☒ Internet



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Disposal of Non-Performing Assets

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Declare certain assets as non-performing, and
- (2) Approve Resolution No. 25-05 (Attachment 1) authorizing the disposal of fixed asset property and inventory items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

EXECUTIVE SUMMARY

Staff is requesting the Board to declare certain capital assets as non-performing and approve removing the assets from NVTA's fixed asset portfolio. Disposing of non-performing assets frees up agency resources as continuing to keep the equipment serves no purpose or function and can be costly to maintain and store. The assets being disposed of include the vehicles being retired have exceeded their useful lives.

FISCAL IMPACT

None. All assets have been fully depreciated.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance and Policy
(707) 259-8779 / Email: anonorato@nvta.ca.gov
SUBJECT: Disposal of Non-Performing Assets

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Declare certain assets as non-performing, and
- (2) Approve Resolution No. 25-05 (Attachment 1) authorizing the disposal of fixed asset property and inventory items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

Staff recommends the Board declare capital assets listed in Table 1 as non-performing and approve removing the assets from NVTA's fixed asset portfolio. Table 1 provides a justification for the disposal, and Table 2 provides the depreciated value of the assets at the time of disposal.

Table 1: Asset and Reason for Disposal

Asset	Disposition Status
Bus 640 (vin: 1FDFE4FSXBDB36557)	Bus outlived its useful life. Replaced by 660
Bus 646 (vin: 1FDFE4FS9CDA67457)	Bus outlived its useful life. Replaced by 661
Bus 647 (vin: 1FDE4FSOCDA67458)	Bus outlived its useful life. No replacement vehicle at this time
Bus 648 (vin: 1FDFE4FS5EDA91824)	Bus outlived its useful life. No replacement vehicle at this time
Bus 649 (vin: 1FDFE4FS5EDA91825)	Bus outlived its useful life. No replacement vehicle at this time
Bus 650 (vin: 1FDFE4FS9EDA91826)	Bus outlived its useful life. No replacement vehicle at this time
Bus 651 (vin: 1FDFE4FSOEDA91827)	Bus outlived its useful life. Replaced by new Gillig EV.
Bus 652 (vin: 1FDFE4FS9EDA99151)	Bus outlived its useful life.
Bus 653 (vin: 1FDFE4FS1GDC58022)	Bus outlived its useful life. No replacement vehicle at this time
Bus 654 (vin: 1FDFE4FS3GDC58023)	Bus outlived its useful life. No replacement vehicle at this time
Bus 655 (vin: 1FDFE4FS1GDC78025)	Bus outlived its useful life. No replacement vehicle at this time
Bus 133 engine rebuild	A component of disposed vehicle.
Bus 134 Turbo Assembly and V-POD	A component of disposed vehicle.
Bus 134 Engine rebuild	A component of disposed vehicle.
2 APC's (Bus 133 & 134)	A component of disposed vehicle.
Bus 136 Engine Rebuild	A component of disposed vehicle.
Bus 137 Engine Rebuild	A component of disposed vehicle.
Bus 1702 Engine Rebuild	A component of disposed vehicle.

Table 2: Assets Value Subject to Disposal

Asset	Original Purchase Price	Depreciation	Depreciated Value	Realized Loss
133 Engine	\$15,851	\$15,851	\$0	\$0
134 Parts	\$8,365	\$8,365	\$0	\$0
134 Engine	\$13,276	\$13,276	\$0	\$0
136 Engine	\$30,526	\$30,526	\$0	\$0
137 Engine	\$60,669	\$60,669	\$0	\$0
133/134 APC	\$9,416	\$9,416	\$0	\$0
1702 Engine	\$12,471	\$12,471	\$0	\$0
Bus 640	\$73,640	\$73,640	\$0	\$0
Bus 646	\$75,590	\$75,590	\$0	\$0
Bus 647	\$75,590	\$75,590	\$0	\$0
Bus 648	\$80,735	\$80,735	\$0	\$0
Bus 649	\$80,735	\$80,735	\$0	\$0
Bus 650	\$80,735	\$80,735	\$0	\$0
Bus 651	\$76,210	\$76,210	\$0	\$0
Bus 652	\$76,210	\$76,210	\$0	\$0
Bus 653	\$120,154	\$120,154	\$0	\$0
Bus 654	\$120,154	\$120,154	\$0	\$0
Bus 655	\$120,154	\$120,154	\$0	\$0
TOTAL	\$1,130,477	\$1,130,477	\$0	\$0

In accordance with Policies, Practices, and Procedures Chapter 7 – Financial Management, acceptable means of disposal are outlined below. Staff is recommending option d. dispose of the assets in a manner deemed appropriate.

- a. Sell personal property that is no longer needed for Agency use for fair market value.
- b. Trade surplus personal property with another government or public agency if the property received in return is needed for Agency use.
- c. Donate, sell at less than fair market value, or otherwise transfer personal property to another government or public agency if the Agency no longer needs the property for its own use.
- d. Dispose of personal property that is no longer needed for Agency use and that has negligible or no economic value in a manner deemed appropriate by the Agency.

Non-performing or surplus equipment that no longer meets the Agency's needs may be offered to eligible non-profit organizations prior to being placed on the list for auction or disposal.

ALTERNATIVES

NVTa may choose to retain the non-performing assets, however, continuing to keep the equipment serves no purpose or function and can be costly to maintain and store.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

Disposing of non-performing assets frees up agency resources to purchase other equipment for usage.

ATTACHMENTS

(1) Resolution 25-05

RESOLUTION No. 25-05

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
AUTHORIZING THE DISPOSAL OF FIXED ASSETS**

WHEREAS, the Napa Valley Transportation Authority (NVTa) serves as the congestion management agency and designated public transit service provider in Napa County, and

WHEREAS, staff has identified the fixed assets listed in the table below as impaired assets;

Assets	Disposition Status
Bus 640 (vin: 1FDFE4FSXBDB36557)	Bus outlived its useful life.
Bus 646 (vin: 1FDFE4FS9CDA67457)	Bus outlived its useful life.
Bus 647 (vin: 1FDE4FSOCDA67458)	Bus outlived its useful life.
Bus 648 (vin: 1FDFE4FS5EDA91824)	Bus outlived its useful life.
Bus 649 (vin: 1FDFE4FS5EDA91825)	Bus outlived its useful life.
Bus 650 (vin: 1FDFE4FS9EDA91826)	Bus outlived its useful life.
Bus 651 (vin: 1FDFE4FSOEDA91827)	Bus outlived its useful life.
Bus 652 (vin: 1FDFE4FS9EDA99151)	Bus outlived its useful life.
Bus 653 (vin: 1FDFE4FS1GDC58022)	Bus outlived its useful life.
Bus 654 (vin: 1FDFE4FS3GDC58023)	Bus outlived its useful life.
Bus 655 (vin: 1FDFE4FS1GDC78025)	Bus outlived its useful life.
Bus 133 engine rebuild	A component of disposed vehicle.
Bus 134 Turbo Assembly and V-POD	A component of disposed vehicle.
Bus 134 Engine rebuild	A component of disposed vehicle.
2 APC's (Bus 133 & 134)	A component of disposed vehicle.
Engine Overhaul Bus 136	A component of disposed vehicle.
Bus 137 Engine	A component of disposed vehicle.
Bus 1702 Engine	A component of disposed vehicle.

WHEREAS, the assets are declared as non-performing; and

WHEREAS, disposal of grant funded property must comply with NVTa Financial Management Policies;

NOW, THERFORE, BE IT RESOLVED that the Napa Valley Transportation Authority declares that the designated non-performing asset may be properly disposed according to NVTA policy, as appropriate.

Passed and Adopted the 16th day of April, 2025.

Ayes:

Mark Joseph, NVTA Chair

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Napa Valley Transportation Authority (NVRTA) Agreement No. 25-C22 with Brightview Landscape Services, Inc. for Landscape Maintenance Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority authorize the Executive Director, or designee to execute and make minor changes to Agreement No. 25-C22 with Brightview Landscape Services Inc. of American Canyon (Attachment 1) for landscape maintenance Services for a period of up to five years in an amount not to exceed \$250,000 which includes a contingency of \$52,702.

EXECUTIVE SUMMARY

NVRTA released a Request for Proposals (RFP) 2-R21 on January 31, 2025, soliciting landscape maintenance services at four NVRTA facilities. Four proposals were received by the deadline, and based on the merits of the proposal, the evaluation committee concluded Brightview met the requirements outlined in the RFP, and was selected based on the evaluated criteria.

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The estimated cost of services is \$197,298. A contingency will be added of \$52,702 for a total not to exceed amount of \$250,000 over the five-year contract period. Funding these services will be provided through TDA.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

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

SUBJECT: Napa Valley Transportation Authority (NVTA) Agreement No. 25-C22 with Brightview Landscape Services Inc. for Landscape Maintenance Services

RECOMMENDATION

That the Napa Valley Transportation Authority authorize the Executive Director, or designee to execute and make minor changes to Agreement No. 25-C22 with Brightview Landscape Services Inc. of American Canyon (Attachment 1) for landscape maintenance Services for a period of up to five years in an amount not to exceed \$250,000 which includes a contingency of \$52,702.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

NVTA published a Request for Proposals soliciting qualified professional landscaping maintenance service at four NVTA-operated facilities: The Soscol Gateway Transit Center, Vine Bus Maintenance Facility, Imola Park and Ride, and the Redwood Park and Ride. The prospective vendor will perform all services weekly by providing complete and proper maintenance for landscaping, irrigation, and related landscaping structures and systems at the facilities.

The solicitation was advertised on NVTA's website, the local newspaper, and publicpurchase.com, with approximately 56 firms downloading the RFP.

The RFP provided that an Evaluation Committee assess the technical proposal. The committee included the Transit Manager Senior Administrative Technician, and one transit planner.

The four bids received were:

Vendor	Disposition	Bid Amount	Composite Score out of 100
Brightview Landscape	Compliant	\$197,297.40	84
New Image Landscape	Compliant	\$177,772.32	66
Prado's Landscaping	Non-Responsive	\$392,200.00	--
Rubicon	Non-Compliant	\$427,746.80	--

A contingency of \$52,702 will be added to the project costs for singular one-time requests for services, such as adding mulch to various sites or weeding at NVTAs lot on the corner Sheehy Ct. and Devlin Rd.

ALTERNATIVES

NVTA is currently paying for landscaping services on a month-to-month basis and will continue to do so until a contract has been executed.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

A multi-year contract ensures service reliability and predictability of costs for the next five years.

ATTACHMENT(S)

(1) Draft NVTA Agreement No. 25-C22 with Brightview Landscape Services



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C22

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2025, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and BrightView Landscape Services, Inc., whose mailing address is 4100 Paoli Loop Road, American Canyon, CA 94503, registered as hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain landscaping maintenance services to be performed at its four (4) facilities (Soscol Gateway Transit Center (SGTC), Vine Bus Maintenance Facility, Imola Park and Ride, and Redwood/Trancas Park and Ride); and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its April 16, 2025, meeting; and

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

TERMS

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

1. Term of the Agreement.

(a) The term of this Agreement shall commence on the date first above written and shall **expire on June 30, 2027**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention".

(b) **The term of the Agreement shall be to the date shown above with the option to extend for up to three (3), one (1) year terms, at the sole discretion of NVTA at the rates set forth in EXHIBIT B.**

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

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum cumulative payments under this Agreement shall be a total of **\$197,297.40** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

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

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

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

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

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

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

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

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

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

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

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

(c) Performance Bond. CONTRACTOR shall furnish at the time of executing this Agreement, a performance bond satisfactory to NVTA in an amount equal to \$10,000, as a guarantee of good faith on behalf of CONTRACTOR that the terms of this Agreement

shall be complied with in every particular. Such performance bond shall remain in effect until the termination or expiration of this Agreement

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

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

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

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

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

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

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

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

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

NVTA

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

CONTRACTOR

David Moo
Business Development Executive
4100 Paoli Loop Road
American Canyon, CA 94503

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

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

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

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

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

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

(f) NVTA Workplace Violence Policy dated October 17, 2018.

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

17. No Assignments or Subcontracts.

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

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

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

19. Interpretation; Venue.

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

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement. Unless expressly agreed otherwise, NVTa does not agree to arbitration.

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

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

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

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

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

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records pertaining to the project for audit purposes for a minimum of three (3) years following final payment to Contractor or four (4) years following the fiscal year of the last expenditure under this Agreement and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

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

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving

office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

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

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

31. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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

“NVT A”

“CONTRACTOR”

BrightView Landscape Services, Inc.

By _____
KATE MILLER, Executive Director

By _____
DAVID MOO
Business Development Executive

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

APPROVED AS TO FORM:

By _____
NVT A General Counsel

ATTACHMENT 1 – FEDERAL REQUIRED CONTRACT CLAUSES

1. AMENDMENTS

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

2. TERMINATION

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

3. RETENTION OF RECORDS

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

4. AUDITS

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

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

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

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

age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

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

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

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

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

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

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

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES (Reserved)

10. STATE ENERGY CONSERVATION PLAN

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

11. DEBARMENT

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

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

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

12. CLEAN AIR AND WATER POLLUTION ACTS

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

13. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds \$100,000, Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds

to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20-- CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000).

14. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTA or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NVTA is solely limited to reimbursing NVTA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTA which are ultimately determined to be due to Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

15. COMPLIANCE WITH LAWS

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

16. BUY AMERICA REGULATIONS

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

17. COMPLIANCE WITH FTA REGULATIONS

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

18. DAVIS-BACON ACT

(a) Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC

20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

(b) Withholding

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

(c) Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of

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

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage

rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the contractor will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

(j) Certification of eligibility:

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

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

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

19 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

22. CARGO PREFERENCE-U.S.FLAG

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

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

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

- I. CONTRACTOR shall provide NVTa with the following services:

See attached scope of services to be performed 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 NVTa pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report.

SCOPE OF WORK

LANDSCAPING MAINTENANCE SERVICES

1. GENERAL

CONTRACTOR agrees to perform all services listed herein to provide complete and proper maintenance for landscaping, irrigation, and related landscaping structures and systems at the facilities. The facilities to be serviced and their locations are:

- Soscol Gateway Transit Center (SGTC)
625 Burnell Street
Napa, CA 94559
- Vine Bus Maintenance Facility
96 & 101 Sheehy Court
Napa, CA 94558
- Imola Park and Ride
945 Golden Gate Drive
Napa, CA 94558
- Redwood/Trancas Park and Ride
Redwood Dr / Solano Avenue
Napa, CA 94558

2. HOURS AND DAYS OF MAINTENANCE SERVICES

- a. Contractor shall perform the required maintenance services between the hours of 7:30AM and 5:00PM, Monday through Friday. Weekend and holiday work performance will not be permitted without prior authorization by NVTa.
- b. Contractor will coordinate with NVTa project manager to establish a regular service schedule for all four (4) facilities.
- c. Any modification in the hours and days of maintenance services as stated in the Contractor's service schedule is subject to approval by NVTa.
- d. For further guidance and details see Facility Maintenance Schedule attached (ATTACHMENT A1).

3. PERFORMANCE DURING INCLEMENT WEATHER

During periods of excessive rainfall that hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping.

4. LICENSES REQUIRED FOR DURATION OF CONTRACT

- C-27 Landscape Contractor License
- Registered with the California Dept. of Industrial Relations PWC-100 website

5. SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

6. RESPONSE

Contractor shall be available by telephone at all times when Contractor's employees are working on sites, must be available from 7:30AM to 5:00PM, and must respond to emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.

7. CONTRACTOR'S EMPLOYEES

Only Contractor's employees or subcontractors are allowed on NVTa premises where work is being performed. NVTa shall have the right to have Contractor remove from assignment to NVTa facilities such Contractor and/or subcontractor employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the NVTa. Contractor's employees and subcontractors shall not smoke tobacco, to include vaping, or the use of e-cigarettes, consume drugs and alcohol on any NVTa facility.

8. CONTRACTOR'S EQUIPMENT

The Contractor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the facility work sites, city, county, or private property, or any injuries caused by Contractor's equipment or personnel.

9. VANDALISM AND ACCIDENTAL DAMAGE

NVTa assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Contractor or its agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the proposal or on time and materials quotes for work not called out in the proposal. Contractor shall be

responsible for reporting damage to NVTa and repairing or replacing all appurtenances damaged by Contractor or Contractor's agents.

10. WATER MANAGEMENT PROGRAM

All required scheduling and operation of the automatic irrigation controllers reflecting weather changes and water needs will be covered under this Contract. Contractor shall make all adjustments and setting of automatic controllers to establish frequency and length of watering periods. Any malfunction of controllers must be reported to NVTa along with a proposal for correction with costs.

All systems shall be programmed as needed to maintain plants in a healthy, vigorous condition. The irrigation controller program is to be sufficient to keep the plant material healthy without excessive water use.

- a. Controller programs shall incorporate the following conditions: Meet City of Napa Water Management requirements under [Waste Water](#) and [Napa Municipal Code](#)
- b. Reflect actual requirements of soil and plants
- c. Eliminate runoff onto streets, sidewalks, parking lots, bus bays, and other non-target areas

NVTa will provide the water and electricity needed to operate the facility irrigation systems.

Irrigation system repair shall occur and be compensated as stated below.

- a. Irrigation system repair will be the responsibility of the Contractor. All replacement materials are to be with new original types and models, unless a substitute is approved by NVTa. The Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranties.
- b. Maintenance, repair, and replacement of malfunctioning sprinkler heads and quick couplers, including risers, swing joints, shall be included in the Contractor's proposal. The Contractor shall provide labor for the above items at no extra charge and shall bill NVTa for the required parts with a maximum mark up of 10% over cost.
- c. Maintenance and repair of valves, filters, valve boxes, batteries and wiring shall be covered in the Contractor's proposal. The Contractor shall provide labor for the above items at no extra charge and shall bill NVTa for the required parts with the agreed upon mark up over cost.
- d. Replacement of valves, filters, valve boxes, and wiring shall be considered "extra work" in their entirety. Decisions regarding repair versus replacement will be made by the Contractor and NVTa jointly. In the event that there is a disagreement with regards to how to proceed, the NVTa's choice will prevail.

- e. Repair and replacement of lateral lines, main lines, check valves, and controllers shall be considered "extra work" in their entirety.
- f. Repairs and replacements of any irrigation component or property damaged by the Contractor or as a result of negligence, error, or omission by the Contractor shall not be submitted to NVT A for payment and are the responsibility of the Contractor.
- g. Repair and replacement of any irrigation components or property that is a result of vandalism, or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to NVT A within one (1) working day of the repair or replacement in order for the Contractor to be compensated for the repair or replacement. If the vandalized components are not presented within one working day the Contractor will be paid based on the above stated criteria for repair and replacement.
- h. When the Contractor observes or is notified of water waste due to excessive overspray, overwatering for irrigation system malfunction, he/she shall respond within 24 hours. Repairs/adjustments shall be completed promptly to prevent damage to the landscape.

11. PLANT LOSS

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation.

Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Contract along with the costs.

Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged that are the result primarily of the Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions.

Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Contractor shall report all such conditions to NVT A in writing within seventy-two (72) hours of occurrence and submit a proposal for the work or repairs along with the costs.

The Contractor shall obtain NVTA's written permission/direction or authorization prior to proceeding with the work. Failure to notify NVTA within seventy-two (72) hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

NVTA shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. NVTA will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to NVTA's attention immediately and before removal. The NVTA shall pay labor and material for plant replacement not caused by Contractor negligence, as deemed by NVTA, on an actual time and material basis.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by NVTA prior to installation.

At the end or termination of the Contract, the NVTA reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

12. FERTILIZATION

The Contractor will be responsible for performing all fertilizations of turf and landscape. The fertilization schedule shall be coordinated with NVTA during the first month of the contract period.

Turf and landscape is to be maintained in good condition with horticultural acceptable growth and color, and additional fertilization may be required as extra work. All fertilizer shall be approved by NVTA prior to application.

Refer to NVTA's Green Business Policy for further guidance of use and type of product requirements attached (ATTACHMENT A2).

13. BARK AND MULCH

The Contractor will be responsible for notifying NVTA when areas are in need of new bark or mulch. The NVTA reserves the right to have the bark installed in any manner that it sees fit and by whomever it sees fit. In the event that the NVTA requests that new bark mulch be added by the Contractor, it will be considered "extra work" in its entirety.

Refer to NVTAs Green Business Policy for further guidance of use and type of product requirements attached (ATTACHMENT A2).

14. TREE PRUNING

Contractor shall prune trees for clearance of pedestrian walkways and vehicular pathways. For clearance height and location requirements refer to the Facility Maintenance Schedule attached hereto for further guidance (ATTACHMENT A1).

15. MOWING AND EDGING

Lawn mowing and edging shall be performed as needed to meet NVTAs and City of Napa landscape standards. When lawns cannot be cut on the scheduled day due to rain, they must be cut as soon as weather and ground conditions permit. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles, guy wires, irrigation & utility boxes, and any other object within or immediately adjacent to the lawn areas. Turf and plantings around sprinkler heads shall be trimmed to provide maximum water coverage. Trimming shall be done by power edgers or by hand, but in no case will herbicides be permitted without prior written approval. Clippings shall be removed from all adjacent walkways and other paved surfaces immediately after each mowing/edging. Seed heads on no-mow turf shall be removed on an annual basis. No-mow turf shall be edged as needed to keep from encroaching on walls, fences, sidewalks, etc.

16. REFUSE DISPOSAL

All refuse and recycling materials, this shall include trimmings, leaves, litter, debris etc. are to be collected, removed, and disposed of by the Contractor.

EXHIBIT B

COST SHEET

[illegible]