



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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: Approval of (1) First Amendment to Napa Valley Transportation Authority Agreement No. 14-18 with Clean Energy, (2) Second Amendment to Napa Valley Authority Agreement No. 14-19 with Hunt & Sons Inc., and (3) First Amendment to Napa Valley Transportation Authority Agreement No. 14-20 with Napa Valley Petroleum, Inc.

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve a one-year contract term extension for fueling services and authorize the Executive Director, or designee, to execute and make minor modifications to (1) First Amendment to NVTA Agreement No. 14-18 with Clean Energy (Attachment 1), (2) Second Amendment to NVTA Agreement No. 14-19 with Hunt & Sons Inc. (Attachment 2), and (3) First Amendment to NVTA Agreement No. 14-20 with Napa Valley Petroleum Inc. (Attachment 3).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The current fueling services contracts were executed in 2014 for a term of four (4) years years expiring on December 31, 2018. Staff is recommending a one-year contract extension while staff prepares procurement documents which will be released in the spring of 2019 for fueling services.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Approve

FISCAL IMPACT

Is there a fiscal impact? Yes. Fuel costs have been budgeted at \$641,400 for the second half of FY 2018-19 and \$673,975 for the first half of FY 2019-20, for a total appropriation of \$1,315,375. The funding source is Transportation Development Act (TDA) funds.

Is it currently budgeted? Yes

Where is it budgeted? Fuel and Lubricants

Future fiscal impact: No

Consequences if not approved: A contract is necessary for vendors to provide fuel to NVTA fleet of vehicles.

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION

The current, non-exclusive contracts with the three (3) vendors - Clean Energy, Hunt & Sons, and Napa Valley Petroleum will expire on December 31, 2018. A contract extension is needed to provide staff enough time and resources to draft bidding documents for new fuel services contracts. Although the original terms of the agreement did not provide for an additional extension, the parties have agreed to amend the original agreement and to extend the original competitively bid pricing for an additional year to allow NVTA time to develop a new bid documents. A request for proposals (RFP) for fueling services of the Vine Transit fleet and agency vehicle is under development, but will not be available to the public until early next year.

SUPPORTING DOCUMENTS

Attachments: (1) First Amendment to NVTA Agreement No. 14-18 with Clean Energy
(2) Second Amendment to NVTA Agreement No.14-19 with Hunt & Sons Inc.
(3) First Amendment to NVTA Agreement No. 14-20 with Napa Valley Petroleum



**FIRST AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA")
AGREEMENT NO. 14-18**

THIS FIRST AMENDMENT ("AMENDMENT") TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 14-18 is made and entered into as of this 14th day of November, 2018 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and CLEAN ENERGY, whose mailing address is 4567 MacArthur Court, Suite 800, Newport Beach, CA 92660, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, in November 2014 NVTA contracted for specialized services to obtain fueling services from CONTRACTOR for its transit fleet vehicles pursuant to the Agreement No. 14-18 ("Agreement"); and

WHEREAS, the Agreement term was scheduled to expire December 31, 2018; and

WHEREAS, the parties desire to amend the Agreement to extend the term in order for the CONTRACTOR to provide continued fueling services for its transit fleet vehicles for an additional one-year period on the same terms and conditions as set forth in the Agreement.

TERMS

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

1. Paragraph 1.(a) of the Agreement is amended to reflect that the Agreement shall expire on December 31, 2019.
2. Paragraph 1.(b) of the Agreement is hereby deleted in its entirety.
3. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

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

"NVTA"

"CONTRACTOR"
CLEAN ENERGY

By _____
KATE MILLER, Executive Director

By _____
DEREK TURBIDE
Regional Vice President

ATTEST:

By _____
KARALYN E. SANDERLIN
NVTA Board Secretary

Approved as to Form:

By _____
DEEANNE GILLICK
NVTA General Counsel



**SECOND AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA")
AGREEMENT NO. 14-19**

THIS SECOND AMENDMENT ("AMENDMENT") TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 14-19 is made and entered into as of this 14th day of November, 2018 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and HUNT & SONS, INC., whose mailing address is 5750 South Watt Avenue, Sacramento, CA 95829, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, in November 2014 NVTA contracted for specialized services to obtain fueling services from CONTRACTOR for its transit fleet vehicles pursuant to the Agreement No. 14-19 ("Agreement"); and

WHEREAS, the Agreement term was scheduled to expire December 31, 2018; and

WHEREAS, the parties desire to amend the Agreement to extend the term in order for the CONTRACTOR to provide continued fueling services for its transit fleet vehicles for an additional one-year period on the same terms and conditions as set forth in the Agreement.

TERMS

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

1. Paragraph 1.(a) of the Agreement is amended to reflect that the Agreement shall expire on December 31, 2019.
2. Paragraph 1.(b) is hereby deleted in its entirety.
3. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

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

"NVT A"

"CONTRACTOR"
HUNT & SONS, INC.

By _____
KATE MILLER, Executive Director

By _____
ZACHARY JAMES, Director of Sales

ATTEST:

By _____
KARALYN E. SANDERLIN
NVT A Board Secretary

Approved as to Form:

By _____
DEEANNE GILLICK
NVT A General Counsel



**FIRST AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVRTA")
AGREEMENT NO. 14-20**

THIS FIRST AMENDMENT ("AMENDMENT") TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVRTA") AGREEMENT NO. 14-20 is made and entered into as of this 14th day of November, 2018 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVRTA"), and NAPA VALLEY PETROLEUM, INC., whose mailing address is 257 South Kelley Road, American Canyon Road, CA 94503, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, in November 2014 NVRTA contracted for specialized services to obtain fueling services from CONTRACTOR for its transit fleet vehicles pursuant to the Agreement No. 14-20 ("Agreement"); and

WHEREAS, the Agreement term was scheduled to expire December 31, 2018; and

WHEREAS, the parties desire to amend the Agreement to extend the term in order for the CONTRACTOR to provide continued fueling services for its transit fleet vehicles for an additional one-year period on the same terms and conditions as set forth in the Agreement.

TERMS

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

1. Paragraph 1.(a) of the Agreement is amended to reflect that the Agreement shall expire on December 31, 2019.
2. Paragraph 1.(b) is hereby deleted in its entirety.
3. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

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

"NVRTA"

"CONTRACTOR"
NAPA VALLEY PETROLEUM, INC.

By _____
KATE MILLER, Executive Director

By _____
DAVID M. MASSEY, President

ATTEST:

By _____
KARALYN E. SANDERLIN
NVRTA Board Secretary

Approved as to Form:

By _____
DEEANNE GILLICK
NVRTA General Counsel