



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Senior Transportation Program Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Napa Valley Transportation Authority (NVTA) Agreement No. 19-17
with GHD

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) authorize the Executive Director, or designee, to execute and make minor modifications to NVTA Agreement No. 19-17 (Attachment 1) between NVTA and GHD for specialized consultant engineering services for the Soscol Junction Project Alternative(s) in an amount not to exceed \$24,306.

OTHER OPTIONS FOR CONSIDERATION

Option #1: That the Board approve the proposed agreement so that the preliminary design can be completed in order to complete the environmental phase of the project.

Option #2: That the Board not approve this agreement and have Caltrans gather data from GHD and complete this work in house using NVTA's STIP allocation, which could further delay the project.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Caltrans staff has requested additional work on the Project Reports as part of the environmental phase for Soscol Junction. This will be the final work item requested by Caltrans from NVTA consultants to complete the Project Approval and Environmental Document (PAED) phase and move into the Plans, Specifications and Estimate (PS&E) phase. NVTA staff is requesting the Board approve procurement of specialized consultant engineering services to meet the Caltrans staff requirements.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The cost of the scope of work provided in the Agreement \$24, 306

Is it currently budgeted? Yes

Where is it budgeted? Planning

Future fiscal impact? N/A

Consequences if not approved? Caltrans will not reissue the environmental document in a timely manner for the Soscol Junction project.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Goal 3 – Use taxpayer dollars efficiently

Goal 4 – Support Napa County's economic vitality

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

CEQA REQUIREMENTS

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

BACKGROUND AND DISCUSSION**Background**

The State Route (SR) 29 and SR 221 intersection improvement project, commonly referred to as the Soscol Junction Project, has a long history. Caltrans is the lead agency for the environmental phase of the project. The most recent public vetting of the project occurred in August 2018 when Caltrans and NVTA staff held an open house on conceptual alternatives for the project. Before the open house, the last public outreach was the release of the Draft Environmental Impact Report/Environmental Assessment for public review in April-May 2015. In 2015, Caltrans received some negative public comments on the proposed alternative because it no longer provided access to Soscol Ferry Road and restricted bicycle and pedestrian movements, consequently, the project

alternatives did not move forward into the design phase. Since that time, NVTA has been working with Caltrans to identify viable project alternatives for the Soscol Junction project.

NVTA partnered with the City of Napa to have GHD develop additional project alternatives that were bike and pedestrian friendly and that allowed access to Soscol Ferry Road from all directions while reducing traffic delay and congestion. The current signaled intersection routinely experiences extensive queues, resulting in long delays to travelers.

Detailed Soscol Junction Project Objectives:

- Provide an interchange plan sufficient to meet projected 2040 traffic volumes.
- Develop the most cost effective solutions and conceptual design required to meet the critical project constraints.
- Develop alternatives that reduce impacts to environmentally sensitive areas.
- Develop alternatives that provide for both pedestrian and bicycle users.
- Maximize the aesthetics of the features while addressing the Caltrans design requirements for the project objectives.

Current Status

The graphic below provides an outline of the Caltrans process for project completion. The Soscol Junction project is currently in Phase 0 with the work on the Project Report, environmental studies, and permits/agreements occurring concurrently.



Next Steps

If approved by the Board, GHD will provide the final pieces of the Project Report to Caltrans for approval prior to the release of the environmental document. GHD will complete specific sections of the preliminary cost estimate and the Design Decision Document. Caltrans has approved the SR 29/SR 221 Interchange Concept Additional Scope of Services (included in Attachment 1) and Caltrans concurs that no additional work is necessary on the Project Report to complete the environmental document.

If this work is not done and the Project Report approval is delayed, it will hold up the release of the Caltrans environmental document scheduled for September 20, 2019.

SUPPORTING DOCUMENTS

Attachment: (1) Draft NVTA Agreement No. 19-17

NAPA VALLEY TRANSPORTATION AUTHORITY
AGREEMENT NO. 19-17

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, 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 GHD COMPANY a Corporation registered doing business in the State of California, whose mailing address is 943 Reserve Drive, Suite 100, Roseville, CA 95678, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain additional Project Report for Environmental Design (PAED) data to meet requirements established by Caltrans in support of the SR 29/221 Soscol Junction; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to NVTA under the terms and conditions set forth herein; and

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.** The term of this Agreement shall commence on the date first above written and shall **expire on December 31, 2019**, unless terminated earlier in accordance with Paragraphs 10 (Termination).
2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in EXHIBIT A and CONTRACTOR's proposal attached hereto and incorporated by reference herein.
3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR a fee not to exceed TWENTY-FOUR THOUSAND THREE HUNDRED SIX DOLLARS (\$24,306) at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed.
4. **Method of Payment.**
 - (a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing

invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or task completed.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent 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. **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. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverages upon request by NVTA's Risk Manager.

(b) 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 THOUSAND DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages 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 the Library Director prior to commencement of performance of any of CONTRACTOR's duties.

7. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full 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, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of 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, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) 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 if requested by the NVTa. 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.

8. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least 20 days prior to the effective date.

9. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by e-mail) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.

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

CONTRACTOR
Kamesh Vedula, PE, TE
Principal-in-Charge
943 Reserve Drive, Suite 100
Roseville, CA 95678

10. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

11. **Interpretation; Venue.** 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. This Agreement is made in Napa NVTa, 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, NVTa of Napa, a unified court.

12. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

13. **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.

14. **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. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTa that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

15. **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.

16. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, 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.

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

"NVTa"

"CONTRACTOR"
GHD COMPANY

By _____
KATE MILLER, Executive Director

By _____
Kamesh Vedula, PE, TE
Principal-in-Charge

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

EXHIBIT A

SCOPE OF WORK

The Napa Valley Transportation Authority (NVTA) requires additional data for the Project Report for Environment Design /PAED required by Caltrans needed for the final documentation in support of the City of Napa – SR29/221 Soscol Junction project.

Services to be provided by CONTRACTOR shall include:

- Provide additional data required by Caltrans to complete the Draft and Final Project Report
- Non-standard Design Decision Document – Write and submit document to obtain geometric concurrence from Caltrans
- Prepare a Preliminary Cost Estimate(s)
- Prepare Preliminary Drainage Plans in AutoCAD format in accordance with Caltrans guidelines

EXHIBIT B

COST SHEET

DESCRTIPTION	AMOUNT
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SEE COST PROPOSAL AND COST SHEET (DTD 6/20/2019) ATTACHED



June 20, 2019

EWA #4: Scope of Work

SR 29/SR 221 Interchange Concept Additional Services – NVRTA/City of Napa

In August 2018, GHD received an NTP from NVRTA and the City of Napa to begin the additional services required to support Caltrans/NVRTA in revising and finalizing the PA/ED for the SR 29/SR221 Interchange. GHD's scope included Traffic Analysis and Project Report/Environmental Support related only to geometric revisions required for the new roundabout alternative. This support was vetted with the Caltrans team and memorialized as the yellow highlights shown in Attachment A. This scope also assumed that the project would be on a fast track schedule with PA/ED completion in April 2019.

Additional efforts have been absorbed by GHD since August 2018 including, but not limited to

- multiple rounds of traffic reviews,
- geometric alternative analysis,
- list of nonstandard design decisions, and
- one on one coordination meetings with Caltrans to try and get to an agreed upon Build Alternative.

As of June 15, 2019, we have a remaining budget of \$53,239.35 from the previous task order and Amendment 1. It is our intent to utilize this remaining budget first, however, there have been some additional tasks requested by Caltrans.

Add'l Task 4 –Project Report Support

Based on discussions with Caltrans the following additional efforts have been transferred from Caltrans and are required from GHD in order to complete the Draft and Final Project Reports. It is still assumed that Caltrans will be in charge of compiling both the Draft and Final Project Report with our input.

Nonstandard Design Decision Document:

A Design Decision Document will be written/submitted to obtain geometric concurrence from Caltrans. We anticipate that there will only be two versions of the document prior to approval, 1 Draft and 1 Final.

Attachments:

Preliminary Cost Estimates (11 pg format):

Prepare Preliminary Drainage Plans in AutoCAD format with standard Caltrans borders in order to properly estimate/provide back-up documentation for Section 3 of the 11 page format.

Prepare cost estimates for Sections 3, 5, 8 thru 13 of the Caltrans 11 page format per PDPM and Caltrans Estimating requirements. It is assumed that Caltrans will still be in charge of providing R/W and Utility input.

EWA #4. Additional PA/ED Support**Budget Estimate****GHD****Job No.** 11144971 **Proposal #****File No.** PRJ2123 **Filename:** M2123Bud006

20-Jun-19

EWA Task	Acc'ting Phase	Task Description	Class Rate	Ross \$227	Heather \$155	Trent \$130	Kenneth \$105	Ron \$218	Kamesh \$204	Supplies and Reimb'r's'bles	Total Hours	Total GHD \$
Additional Work Required to Take on Additional Caltrans Tasks												
Add'l4	Project Report Support											
		Nonstd Design Decision Document			80	40		8		\$250		\$19,594
		Add'l Preliminary Cost Estimate			8	20		4				\$4,712
		SubTotal Hours of Addt'l Caltrans Work	<i>Hours</i>	0	88	60	0	12	0		0	
		SubTotal Dollars of Addt'l Caltrans Work	<i>Dollars</i>	\$0	\$13,640	\$7,800	\$0	\$2,616	\$0	\$250		\$24,306