



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Transportation Program Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Second Amendment to Agreement No. 16-11 between the Napa Valley Transportation Authority (NVTA) and the City of Napa

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) authorize the Executive Director to execute the Second Amendment to Agreement No. 16-11 between NVTA and the City of Napa (Attachment 1) for specialized consultant engineering services to have GHD/OmniMeans conduct traffic analysis and forecasts, and preliminary design for the Soscol Junction Project Alternative(s) in an amount not to exceed \$202,270.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Caltrans staff has requested additional traffic analysis and forecasts to define additional project alternatives for the intersection at State Route (SR) 29 and SR 221 (Soscol) known as "Soscol Junction" and additional engineering services to supplement Caltrans work on the environmental documents required for the Soscol Junction Project to move forward. NVTA had entered into an agreement with the City of Napa because GHD/OmniMeans was already performing similar work for the City. This contractual arrangement has allowed NVTA to expedite the work and accelerate the project.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The cost of the scope of work provided in the Amendment No. 2 is \$202,270.

Is it currently budgeted? Yes

Where is it budgeted? Planning

Future fiscal impact? N/A

Consequences if not approved? A preferred project alternative(s) will not be identified until additional analysis can be completed and the NEPQ/CEQA document for Soscol Junction will not move forward at this time.

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**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 April/May 2015 when Caltrans released the Draft Environmental Impact Report/Environmental Assessment for public review. Caltrans received some negative public comments on the proposed alternatives because the preferred alternative limited 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, NVRTA has been working with Caltrans to identify viable project alternatives for the Soscol Junction project.

Current Status

NVRTA partnered with the City of Napa to have GHD/OmniMeans develop additional project alternatives that were bike and pedestrian friendly and that allowed access to Soscol Ferry Road from all directions. The concepts also offer solutions that would reduce the delay and traffic congestion at intersection (Attachment 4). This location 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.

Next Steps

If approved by the Board, GHD/OmniMeans will work with NVTA and Caltrans to advance the two project concepts into viable alternatives with the goal of issuing the environmental document to the public for comment in fall 2018.

Caltrans has approved the SR 29/SR 221 Interchange Concept Additional Scope of Services (included in Attachment 1) and Caltrans concurs that no additional preliminary engineering work will be necessary to complete the environmental document. The goal is to downgrade the environmental document from the original Draft Environmental Impact Report/Environmental Assessment circulated in April/May 2015.

SUPPORTING DOCUMENTS

Attachment(s): (1) Second Amendment to Agreement No. 16-11 with SR 29/SR 221 Interchange Concept Additional Services Scope
(2) Napa Valley Transportation Authority Agreement No. 16-11
(3) First Amendment to Agreement No. 16-11
(4) Proposed Soscol Junction Concepts

**SECOND AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA")
AGREEMENT NO. 16-11
CITY OF NAPA AGREEMENT NO. C 2016 130**

THIS FIRST AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 16-11 herein after referred to as "Agreement" is made and entered into as of this _____ day of _____ 2018 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and City of Napa whose mailing address is PO Box 660, Napa, CA 94559, hereinafter referred to as "CITY";

RECITALS

WHEREAS, in June 2016 NVTA contracted for specialized services, as authorized by Government Code Section 31000, in order to **procure specialized consultant engineering services to conduct traffic analysis and forecast on the Soscol Junction Alternative**; and

WHEREAS, the not to exceed amount of the agreement was increased with the First Amendment in August 2017 for additional services to \$72,054; and

WHEREAS, the parties desire to amend the Agreement to increase the amount of the contract by up to \$202,270 complete the additional services required by Caltrans as set forth in EXHIBIT A,

TERMS

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

1. The total cost is revised to reflect that the cost is not to exceed \$202,270.
2. The original scope of work is revised to include the additional tasks identified in EXHIBIT A to this Amendment.
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"

"CITY"

NVTa, a joint powers authority organized under the laws of the State of California

City of Napa

By _____
Kate Miller,
Executive Director

By _____
Jacques LaRochelle,
Public Works Director

ATTEST:

ATTEST:

By _____
Karalyn E. Sanderlin, NVTa Board Secretary

By _____
Dorothy Roberts, City Clerk

APPROVED AS TO FORM:

COUNTERSIGNED:

By _____
DeeAnne Gillick, NVTa Legal Counsel

By _____
Desiree Brun, City Auditor

APPROVED AS TO FORM:

By _____
Michael W. Barrett, City Attorney

Scope of Work

SR 29/SR 221 Interchange Concept Additional Services **NVT A/City of Napa** **July 10, 2018**

The following tasks represent the work required to complete the feasibility study and allow the project to move forward into the Project Development portion of the PA/ED process. Expansion of the Traffic Analysis and attachments/write-up for the PA/ED documents are also included in subsequent tasks of this effort.

Task 1 – Project Management

Provide overall project management and client coordination; Participate in conference calls and other unscheduled activities as required.

Task 2 – Revise Concepts for Public Scoping Meeting

2.1 – Revise Current Concepts and Exhibits (Concepts 1 & 2)

Revise Concepts 1 and 2 based on Advisory Committee Comments and the following:

- **Incorporate Advisory Committee Comments**
- **Revise Bicycle and Pedestrian Routing**
- **Prepare Bicycle and Pedestrian Exhibits**

2.2 – Attend Public Scoping Meeting

Present Concepts 1 & 2 and roundabout benefits at the Public Scoping Meeting in mid-August.

Task 3 – Traffic Analysis

3.1 – Data Collection

Review existing and obtain new traffic counts at three intersections including turning movement counts, Average Daily Traffic (ADT) counts, and heavy vehicle truck percentages with the assistance of the City of Napa and Caltrans.

3.2 – Existing Conditions

Perform an existing conditions analysis identifying operational deficiencies within the study limits. Synchro/Sim-Traffic software is proposed for the intersection analysis. We will then work with Evelyn Gustavo to get concurrence on the existing conditions and will then analyze the existing conditions of the intersection and the roadway to summarize the data in a technical memorandum. We anticipate that there will only be 2 versions of the memo, 1 draft and 1 final.

3.3 – Traffic Forecasts

We will use the MTC model to forecast base-year conditions (to identify the need and magnitude of post-processing adjustments), opening year, and design year (2045). We will then work directly with Phil Cox to get concurrence on the model and make necessary adjustments based on his input to balance the volumes (up to 1 revision). We will then utilize this information to prepare a traffic forecast memorandum. We anticipate that there will only be 2 versions of the memo, 1 draft and 1 final.

3.4 – Design and Opening Year Operations/Measures of Effectiveness

Use the approved traffic forecasts to evaluate the following metrics:

- Intersection/Segment Level of Service (LOS)
- Intersection/Segment Delay
- Collision Frequency and Severity
- Performance Benefits
- Maximum Queue Length

These metrics will be analyzed for the following scenarios:

- Existing
- Existing Plus Project
- Opening Year
- Opening Year Plus Project
- Design Year
- Design Year Plus Project

3.5 – Traffic Operations Analysis Report

Prepare the Traffic Operations Analysis Report (TOAR) summarizing the results and findings from the analysis conducted above. We anticipate that there will only be 2 versions of the report, 1 draft and 1 final.

Task 4 – Project Report Support

It is assumed that the bulk of work for this task will be completed in order to aid Caltrans in finalizing the Draft Project Report for Environmental Document circulation and that there will be minimal changes for completion of the Final Project Report. Caltrans will be in charge of compiling both the Draft and Final Project Report with our input.

Section 4C – Traffic:

After approval of the final TOAR, assist Caltrans in characterizing the traffic operations for inclusion in the Project Report per guidance from the Project Development Procedures Manual (PDPM). This would include describing impacts on the transportation and circulation system and discussing the current and forecasted traffic in addition to the collision analysis. We anticipate that there will only be 2 versions of the traffic write-up, 1 draft and 1 final.

Section 5 – Alternatives:

Section 5A – Viable Alternatives:

For Concepts 1 & 2, write a description of the viable alternatives per guidance from the PDPM. It is assumed that no design exceptions will be necessary for the current Build Alternative and that Interim features, HOV Lanes, Ramp Metering, Utility, Highway Planting, Erosion Control, Noise Barrier, and Non-motorized sections will require minimal revisions with Caltrans input. We anticipate that there will only be 2 versions of the viable alternatives write-up, 1 draft and 1 final.

Section 5B – Rejected Alternatives:

Add to the original Rejected Alternatives section to write a description of the additional rejected alternatives per guidance from the PDPM. We anticipate that there will only be 2 versions of the traffic write-up, 1 draft and 1 final.

Attachments:

Layouts:

Update the build alternative exhibits for Concepts 1 & 2 to show the new geometrics on the old Caltrans topography background with standard Caltrans borders in AutoCAD format similar to a GAD level drawing.

Typical Cross Sections and Roadway Profiles:

Create typical cross sections for the build alternatives 1 & 2 in AutoCAD format with standard Caltrans borders. Existing structural sections will not be shown for this submittal.

Update the profile exhibits for Concepts 1 & 2 to show the proposed roadway profiles for SR29, SR221, and on/off-ramps with standard Caltrans borders in AutoCAD format similar to a GAD level drawing.

Preliminary Cost Estimates (11 pg format) and Cost Certification:

Prepare cost estimates for Concepts 1 & 2 per Caltrans 11 page format and a Cost Certification form per PDPM and Caltrans Estimating requirements. We anticipate that there will only be 2 versions of the cost estimates and the cost certification, 1 draft and 1 final.

TMP Data Sheet and Conceptual Stage Construction Plan:

Prepare TMP Data Sheets for Concepts 1 & 2 per Caltrans standard format. Prepare Stage Construction Exhibits for Concepts 1 & 2 with standard Caltrans borders with aerial background in AutoCAD format. We anticipate that there will only be 2 versions of the TMP Data Sheets and the Conceptual Stage Construction Plans, 1 draft and 1 final.

Task 5 – Environmental Document Support

It is assumed that the bulk of work for this task will be completed in order to aid Caltrans in finalizing the Draft Environmental Document for circulation and that there will be minimal changes/public comments for completion of the Final Environmental Document. Caltrans will be in charge of compiling both the Draft and Final Environmental Document with our input.

Chapter 1 – Proposed Project:

For Concepts 1 & 2, write a description of the proposed project per guidance from the SER. We anticipate that there will only be 2 versions of the proposed project write-up, 1 draft and 1 final.

Chapter 1 – Project Description:

For Concepts 1 & 2, write a description of the viable alternatives per guidance from the SER. We anticipate that there will only be 2 versions of the project description write-up, 1 draft and 1 final.

Chapter 1 – Alternatives:

Write a description of the alternatives analyzed per guidance from the SER and why they were rejected. We anticipate that there will only be 2 versions of the alternative write-up, 1 draft and 1 final.

Chapter 2 – Traffic Input:

After approval of the final TOAR, assist Caltrans in characterizing the traffic analysis for inclusion in the Environmental Document. This would include describing impacts on the transportation and circulation system, identifying potential mitigation measures for significant impacts, and discussing the potential to induce travel. Vehicle Miles Traveled (VMT) information



will also be made available for Caltrans use in updating the air quality and greenhouse gas emissions analysis. We anticipate that there will only be 2 versions of the traffic write-up, 1 draft and 1 final.

Attachments:

Project Layouts on aerial background with minimal engineering callouts will be created for attachment to the Draft Environmental Document. It is assumed that all Right of Way attachments will be done by Caltrans utilizing our layout as a reference.

EWA #2. Additional Analysis

Budget Estimate

Omni-Means, a GHD Company

Job No. 11144971 Proposal #

7/10/2018

File No. PRJ2123 Filename: M2123Bud005

Omni-Means, a GHD Company.												Subconsultants	Total	Task Subtotal
EWA Task	Acc'ting Phase	Task Description	Class Rate	Ross \$227	Heather \$155	Charuni \$91	Ron \$218	Kamesh \$204	Supplies and Reimb's'bles	Total Hours	Total OMNI \$	Sac Valley	Total	Task Subtotal
1	Project Management			32	40			32		104	\$19,992		\$19,992	\$19,992
2	Revise Concepts for Public Scoping Meeting													\$13,614
2.1		Revise Current Concepts and Exhibits (Concepts 1 & 2)		4	12	20	8	4		48	\$7,148	\$2,700	\$9,848	
2.2		Public Scoping Meeting		6	6			6	\$250	268	\$3,766		\$3,766	
3	Traffic Analysis													\$69,284
3.1		Data Collection		2		8			\$2,500	2510	\$3,682		\$3,682	
3.2		Existing Conditions			4	84		24	\$250	112	\$13,410		\$13,410	
3.3		Traffic Forecasts			4	84		40	\$250	128	\$16,674		\$16,674	
3.4		Design and Operating Year Operations/Measures of Effectiveness			4	120		32		156	\$18,068		\$18,068	
3.5		Traffic Operations Analysis Report			4	120		40	\$250	164	\$19,950		\$19,950	
4	Project Report Support			4	160	200	40	16	\$250	670	\$56,142	\$5,400	\$61,542	\$61,542
5	Environmental Document Support			4	80	120		40	\$250	494	\$32,638	\$2,700	\$35,338	\$35,338
		Subtotal Hours	Hours	52	314	756	48	234		4654				\$199,770
		Subtotal Dollars	Dollars	\$11,804	\$48,670	\$68,796	\$10,464	\$47,736	\$4,000		\$191,470	\$10,800	\$202,270	

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)

AGREEMENT NO. 16-11

CITY OF NAPA AGREEMENT NO. C2016 130

Omni-Means Engineering Services for Soscol Junction

THIS AGREEMENT ("Agreement") is made and entered into as of this 24th day of June, 2016, by and between the NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTa"), a joint powers authority, and the CITY OF NAPA ("CITY"), a municipal corporation.

RECITALS

WHEREAS, NVTa wishes to utilize specialized engineering services in order to conduct traffic analysis and forecasts on potential interchange concepts for Soscol Junction (SR29/221); and

WHEREAS, the CITY is willing to partner with NVTa and take the lead in procuring specialized consultant engineering services to conduct desired traffic analysis and forecasts; and

WHEREAS, NVTa will reimburse City for costs incurred in contracting with a specialized engineering consultant to perform said work under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, IT IS AGREED BY NVTa AND CITY as follows:

1. **SCOPE OF WORK.** CITY agrees to procure and contract for specialized engineering services to evaluate proposed alternative(s) for the Soscol Junction intersection outlined in the Scope of Work as provided by the consultant and described in Attachment 1 of this agreement.
2. **TERM.** The term of this Agreement shall commence on the date first above written and shall expire at the completion of the Scope of Work. Notwithstanding the above, Paragraphs 6 (Insurance) and 7 (Indemnification) shall continue in full force and effect after said expiration date.
3. **PAYMENT FOR COST OF SERVICES.** NVTa shall pay CITY for the cost of the services provided under this Agreement for a total amount not to exceed forty thousand seven hundred ninety dollars (\$40,790). CITY shall solely be responsible for administration of the contract for services described in Paragraph 1 (Scope of Work).

CITY shall submit an invoice to NVTa identifying at minimum the project and services performed upon completion of the project as shown in paragraph 1, but not later than ninety (90) days after project completion. Payment shall be made on a reimbursement basis for all of the NVTa's financial obligations to CITY.

4. **AMENDMENT.** Any modification or amendment of this Agreement shall be effective only if mutually approved in writing by the governing boards of NVTa and CITY.

5. **INDEPENDENT CONTRACTOR.** CITY shall perform the services required of CITY under this Agreement as an independent contractor. CITY and the officers, agents and employees of CITY are not, and shall not be deemed, NVTa employees for any purpose, including workers' compensation or employee benefits. CITY shall determine, at its own risk and expense, the method and manner by which duties imposed on CITY under this Agreement shall be performed.

6. **INSURANCE.** CITY 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 or equivalent amounts of qualified self-insurance or, as to work which is performed by persons or entities under subcontract to CITY, shall require such subcontractors to provide the same coverage:

(a) **Workers' Compensation insurance.** CITY shall provide, to the extent required by law, workers' compensation insurance in the performance of any of City's duties under this Agreement; including but not limited to, workers' compensation and disability, and upon request by NVTa shall provide NVTa with certification of all such coverages.

(b) **Liability insurance.**

1. **General Liability.** CITY shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (bodily injury and property damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability 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 CITY or any officer, agent, or employee of CITY under this Agreement.

2. Professional Liability. CITY shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and issued by a company duly and legally licensed to transact business in the State of California, covering all professional acts or omissions of CITY or its agents arising out of or in connection with this Agreement except for those acts or omissions performed in strict compliance with express direction from NVTAs governing board, officers or personnel unless such direction was based upon professional advice from CITY or the agents of CITY under this Agreement.

3. Comprehensive Automobile Liability Insurance. CITY shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with City's activities under this Agreement of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.

(c) Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to NVTAs), the coverages shall be evidenced by a Certificate of Coverage which shall be filed with the NVTAs Secretary prior to reimbursement of CITY by NVTAs for performance of any of City's duties under this Agreement; shall indicate that if the same policy applies to activities of CITY not covered by this Agreement then the limits in the Certificate relating to the additional insured coverage of NVTAs shall pertain only to liability for activities of CITY under this Agreement; shall name NVTAs, its officers, employees, and agents as additional insureds; shall be kept current during the term of this Agreement; shall provide that NVTAs shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change; shall provide that the insurance provided is primary coverage to NVTAs with respect to any insurance or self-insurance programs maintained by NVTAs; 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. Upon request of NVTAs, CITY shall provide or arrange for the insurer to provide NVTAs with certified copies of the actual insurance policies within thirty (30) days of the request.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to and be approved by NVTAs. At the option and in the discretion of NVTAs, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTAs, its officers, employees and volunteers or CITY shall procure a bond or other security acceptable to NVTAs guaranteeing payment of losses and related investigations, claims administration and defense expenses for amounts falling within the limits of such deductibles or retentions.

7. **INDEMNIFICATION.**

(a) CITY shall defend, indemnify and hold harmless NVTa and the officers, agents and employees of NVTa from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by CITY or its officers, agents, or employees, of activities or obligations required of CITY under this Agreement except where the loss was proximately caused by acts or omissions of CITY performed in strict compliance with express direction from NVTa's governing board, officers or personnel other than direction based upon and conforming to advice from CITY.

(b) NVTa shall defend, indemnify and hold harmless CITY and the officers, agents and employees of CITY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by NVTa or its officers, agents, or employees, of obligations required of NVTa under this Agreement as well as for claims where the loss was proximately caused by acts or omissions of CITY performed in strict compliance with express direction from NVTa's governing board, officers or personnel other than direction based upon and conforming to advice from CITY.

8. **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.

9. **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

Executive Director
Napa Valley Transportation
Authority
625 Burnell Street
Napa, California 94559

CITY

City Manager
City of Napa
P.O. Box 660
Napa, California
94559

COPY TO:

Public Works Director
City of Napa
P.O. Box 660
Napa, California 94559

10. **INTERPRETATION; VENUE.** The headings used herein are for reference. 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. The venue for any legal action filed

by either side in state court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.

11. **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 unless removal of such provision makes the remaining Agreement illusory or makes impractical the enforcement of any remaining major provision of the Agreement, in which case this Agreement shall terminate.

12. **COMPLIANCE WITH LAWS.** In performing any services required under this Agreement to be reimbursed by NVTa, CITY shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes, including to the extent applicable, the laws pertaining to relocation assistance. Such laws shall also include, but not be limited to, the following, except where otherwise prohibited by state or local law:

(a) **Non-Discrimination.** During the performance of this Agreement, CITY and its subcontractors 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. CITY 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, CITY shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (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 CITY 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 CITY and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) **Documentation of Right to Work.** CITY agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CITY 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. CITY shall make the required documentation available upon request to NVT A for inspection.

(c) **Inclusion in Subcontracts.** To the extent any of the services required of CITY under this Agreement are subcontracted to a third party, CITY shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

13. **TAXES.** As between CITY and NVT A, CITY shall be solely responsible for filing all required federal and state tax documentation and for paying all applicable tax withholdings (including state and federal income and FICA taxes), or for requiring its subcontractors to do so, on any reimbursement amounts paid pursuant to this Agreement. CITY agrees to indemnify and hold NVT A harmless from any liability NVT A might otherwise incur to the United States or the State of California as a consequence of CITY's failure to document, withhold, or pay when due all such taxes and obligations. In the event that NVT A is audited for compliance regarding any withholding or other applicable taxes relating to reimbursement payments made to CITY under this Agreement, CITY agrees to furnish NVT A with proof of payment of any required taxes or related withholdings on those amounts.

14. **ACCESS TO RECORDS/RETENTION.** NVT A, any federal or state grantor agency funding all or part of the reimbursement of CITY made by NVT A hereunder, the State Controller, the Comptroller General of the United States, the Corps of Engineers, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CITY 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, state or local law or Authority policy, CITY shall maintain all required records for five years after NVT A makes final reimbursement for any of the services authorized hereunder and all pending matters are closed, whichever is later.

15. **AUTHORITY TO CONTRACT.** CITY and NVT A each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

16. **CONFLICT OF INTEREST.** CITY hereby covenants that neither CITY nor any of its officers, employees or agents who may be providing services under this Agreement presently have any interest not disclosed to NVT A and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of such services hereunder, except as such as NVTa may consent to in writing prior to the acquisition by CITY or such persons of such conflict.

17. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create any rights in third parties and CITY and NVTa do not intend to create such rights.

18. **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.

19. **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.

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IN WITNESS WHEREOF, NVTA and CITY have executed this Agreement as of the date first above written.

CITY of NAPA:

By: 

(Signature)

Jacques R. LaRochelle, Public Works Director

NVTA:

Napa Valley Transportation Authority

By: 

(Signature)

Kate Miller, Executive Director

ATTEST:


(Signature)

Dorothy Roberts, City Clerk

(Type name and title)

APPROVED AS TO FORM:


(Signature)

Jeffrey M. Richard,

Janice Killion, NVTA Legal Counsel

(name and title)

COUNTERSIGNED:


(Signature)

Desiree Brun, City Auditor

(Type name and title)

APPROVED AS TO FORM:


(Signature)

Michael W. Barrett, City Attorney

(Type name and title)

Budget Code: 49011-34901

Scope of Services

SR 29/SR 221 Roundabout Interchange

City of Napa

Caltrans in concert with the local Napa county communities and the NVTa have been working since the early 2000's to develop an interchange improvement to the SR 29/SR 221/Soscol Ferry Road intersection (also known as Soscol Junction). The intersection experiences significant delay and the accident rate exceeds the statewide standards for all accident evaluation categories.

The project is currently under environmental review. Comments received during the public review process have expressed concerns about the continuity for pedestrian and bicycle users, the lack of accessibility for all vehicle movements through the intersection and the aesthetic impacts to this largely rural area.

This evaluation is intended to answer the questions:

"Can a roundabout interchange solution be identified that will meet all of the competing interests of the area, capacity, accessibility, safety, aesthetics and pedestrian and bicycle continuity?"

The following scope of work has been created to answer this question. In a meeting between Caltrans, the City of Napa and the NVTa; it was agreed that the City of Napa in cooperation with the NVTa would act as the lead agency on this evaluation working closely with Caltrans and the NVTa.

Task 1. Work With Caltrans/City/NVTa to Develop Recommended Roundabout Interchange Solution

1.1 - Resolve Traffic Forecasts

The first step in this effort will be to develop a set of traffic forecasts for the vicinity of the interchange, acceptable to all concerned; Caltrans, the City of Napa and the NVTa

1.1.1 - Collect Current Traffic Count Data

The first step in this process is to gather new (current) daily and peak hour traffic counts for the location. A seven day count will be made on SR 221 to the north of the intersection. This count will include hourly directional movements and will collect this data by vehicle classification.

Four Hour turning movement counts will be taken at the intersection during three different periods; Friday 2:00 PM to 6:00 PM; Mid-week 6:00 AM to 10:00 AM and 2:00 PM to 6:00 PM.

1.1.2 - Gather Most Current Traffic Forecasting Data

ATTACHMENT 1

Scope of Services - SR 29/SR 221 Roundabout Interchange

Traffic Model forecasts will be gathered from Solano County based on the Napa-Solano traffic model being updated currently.

1.1.3 - Develop Recommended Interchange Design Traffic (Interim/Ultimate)

Based on the data gathered a series of traffic forecasts for interim and ultimate conditions will be presented.

1.1.4 - Meet with the Project Evaluation Team (PET) (Caltrans/City of Napa/NVTA Traffic Staff) to Gain Traffic Forecasting Consensus

Deliverables:

- ♦ *Caltrans, City of Napa and NVTA Agreed Interim and Design Year Traffic Forecasts*

1.2 - Identify Operationally Feasible Interchange Concepts

The agreed upon forecast provide the basis for creating an operation envelope that various potential roundabout interchange concepts can be evaluated.

1.2.1 - Develop Potential Interchange Concepts

Two roundabout interchange concepts will be developed.

1.2.2 - Analyze Operational Characteristics of Each Potential Concept

Each potential concept will consider operations, fast path, truck provisions, aesthetics, impact on the:

- Operations;
 - Level of Service
 - Fast path
 - Truck and Bus Circulation
 - Safety
- Aesthetics
- Existing Environmental Review Process
- Constructability Issues
- Pedestrian and Bicycle Continuity
- Right of Way
- Cost

ATTACHMENT 1

Scope of Services - SR 29/SR 221 Roundabout Interchange

1.2.3 - Conduct a Workshop with Caltrans, City, County and NVTa Staff

A Workshop will be held with Caltrans, local City and County of Napa, NVTa and other regionally interested parties to meet and review/discuss the roundabout interchange concepts being considered.

1.2.4 - Prepare Priority Comparison of Concepts

Using a series of parameters (as determined by the PET) The concepts will be ranked for presentation to the PET; the ranking process will be in a matrix format evaluating and comparing each interchange concept for each evaluation measure listed under task 1.2.2 above.

1.2.5 - Meet with the PET to Review Prioritized Concepts

Deliverables:

- ♦ *Ranked Roundabout Interchange Concepts*

Task 2 - Refine Top Priority Concept (OPTIONAL)

The top ranked concept will be further refined to bring it to the level of Geometric Approval Drawings (GAD). For this effort a more detailed scope of work will be defined.

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**FIRST AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA")
AGREEMENT NO. 16-11
CITY OF NAPA AGREEMENT NO. C 2016 130**

THIS FIRST AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 16-11 hereinafter referred to as "Agreement" is made and entered into as of this 7th day of August, **2017** between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and City of Napa whose mailing address is PO Box 660, Napa, CA 94559, hereinafter referred to as "CITY";

RECITALS

WHEREAS, in June 2016 the CITY contracted for specialized services, as authorized by Government Code Section 31000, in order to **procure specialized consultant engineering services to conduct traffic analysis and forecast on the Soscot Junction Alternative**; and

WHEREAS, the original not to exceed amount of the agreement was for \$40,790; and

WHEREAS, the parties desire to amend the Agreement to increase the amount of the contract by up to \$31,264 to complete the additional services as set forth in Exhibit A,

TERMS

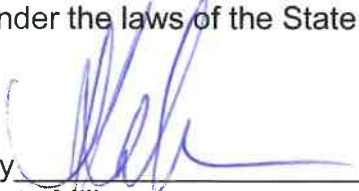
NOW, THEREFORE, the NVTA and CITY agree to amend the Agreement as follows:

1. The total cost is revised to reflect that the cost is not to exceed \$72,054.
2. The original scope of work is revised to include the additional tasks identified in Exhibit A to this Amendment.
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"

NVRTA, a joint powers authority organized under the laws of the State of California

By 
Kate Miller,
Executive Director

ATTEST:


By 
Karalyn E. Sanderlin, NVTA Board Secretary

Approved as to Form:

By 
Jennifer Gore, NVTA Legal Counsel

"CITY"

City of Napa

By 
Jacques LaRoche,
Public Works Director

ATTEST:

By 
Dorothy Roberts, City Clerk

COUNTERSIGNED:

By 
Desiree Brun, City Auditor

APPROVED AS TO FORM:

By 
Michael W. Barrett, City Attorney

Budget Code: 49011-34901



June 13, 2017

Mr. Eric Whan, P.E.
Deputy Public Works Director
City of Napa
1600 First Street
Napa, CA 94559

RE: Extra Work to Identify the Existing Diversion Occurring at the SR 29/SR 221 Intersection Southbound

Dear Eric:

As requested we have revised our proposal to identify the significance of the traffic diversion relative to the intersection SR 29 with SR 221/Socal Ferry to include the diversion that takes place at Kaiser Road along the Napa Valley Corporate Drive to Soscal Ferry Road. This second diversion will be identified along with the southbound 29 diversion onto Soscal Ferry and Devlin Road traveling all the way to Airport Road where they rejoin SR 29 as an eastbound through movement along Airport Road to SR 12; or, continuing south along SR 29 via a right turn from Airport Road eastbound.

With the significance of these deviations identified we will adjust our operational analysis accordingly; and modify our improvement alternatives to reflect the actual demands on the intersections. We anticipate this additional effort will cost \$29,264, including the Bluetooth data collection and analysis (proposal attached). This cost assumes that either the City of Napa or NVTA will secure the Caltrans Encroachment Permit. If we will be required to gain this permit we anticipate an additional cost of up to \$2000.

We are prepared to initiate this additional work upon your authorization.

Sincerely,

Omni-Means, Ltd.

A handwritten signature in black ink, appearing to read 'H. Ross Ainsworth', is written over a horizontal line.

H. Ross Ainsworth, PE, TE
Principal

Cc: Kate Miller, NVTA; Danielle Shmitz, NVTA; Kamesh Vedula

Enclosure

LTR.dot/k:prm/m2123/M2123Ltr005.docx



Extra Work Authorization

Attn.: Eric Whan Date: June 2, 2017 Contract Date: December 2015
Address: City of Napa, Public Works Project: SR 29/SR 221 Roundabout Interchange
1601 First Street Job No.: 2123
Napa, Ca File No.: 2123EWA002.docx
Project Manager: H. Ross Ainsworth

Type: ☐ Task Authorization ☒ Additional Work ☒ Change of Scope ☐

The Following Work will be performed Under the Same Terms and Conditions as in the Original Agreement Unless Otherwise Stated.

DESCRIPTION OF ADDITIONAL SERVICES	COMPENSATION
Provide an Origin-Destination Analysis of traffic movement along SR 29 Southbound; to identify diversions from SR 29 to the parallel route Devlin Road. Purpose: to accurately analyze intersection traffic movements at SR 29/SR 221 without traffic queuing influences, in order to more accurately develop intersection improvement geometrics.	\$29,264.00
Optional: Omni-Means to obtain Caltrans Encroachment Permit	\$2,000
TOTAL	\$31,264.00

Consultant:

Omni-Means, Ltd.

June 13, 2017

Date

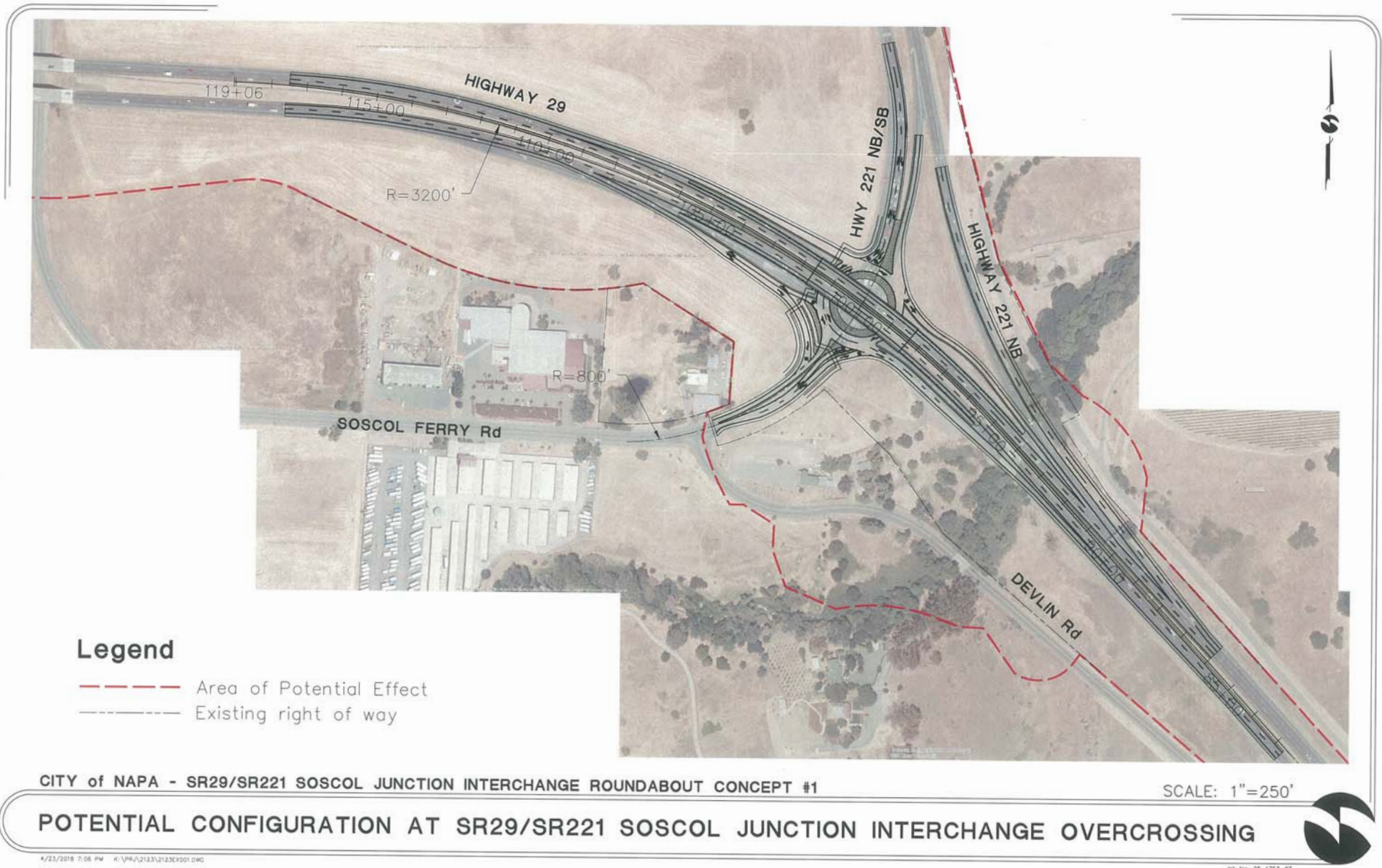
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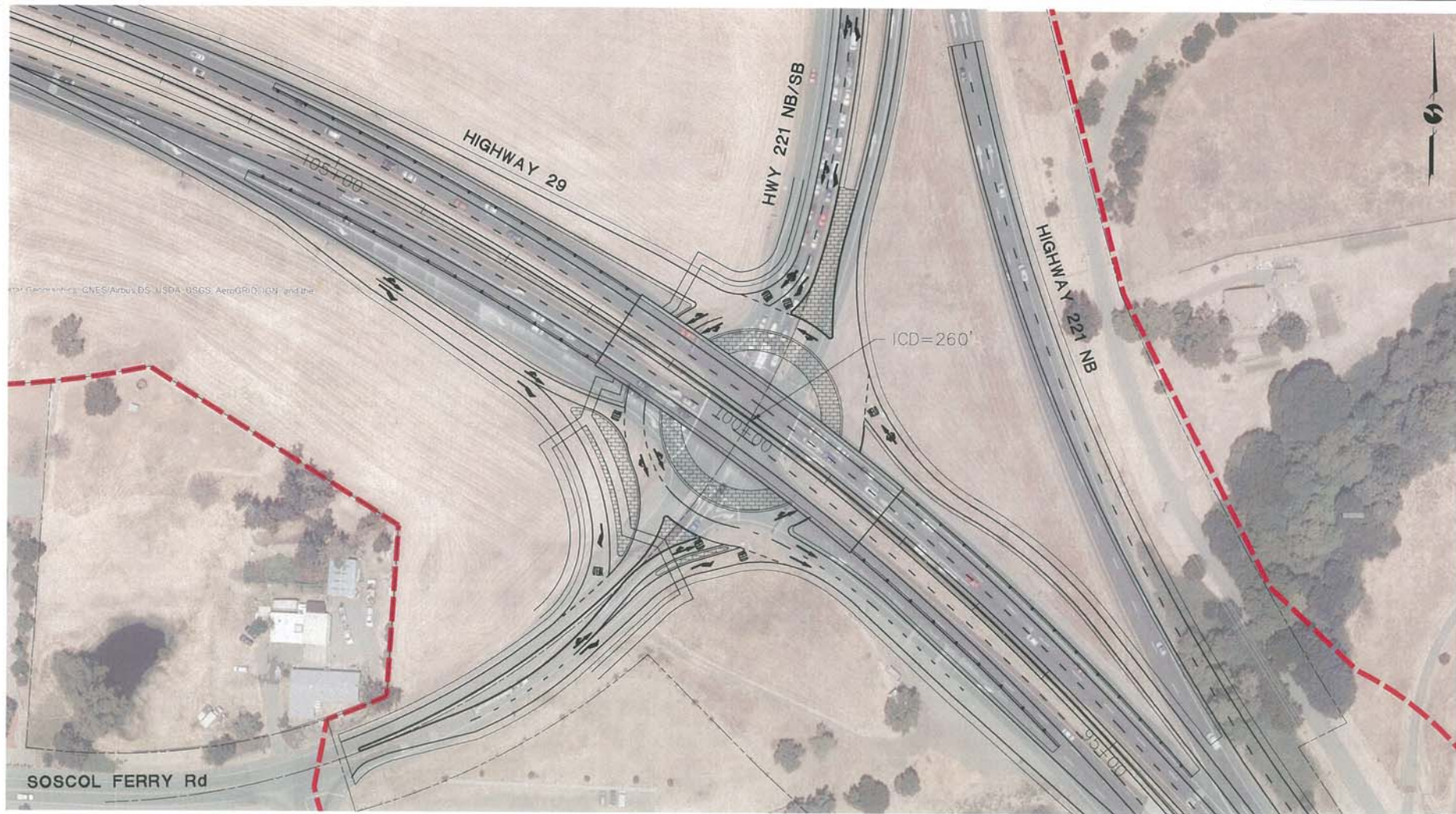
City of Napa

Signature (Owner Authorized Representative)

Date

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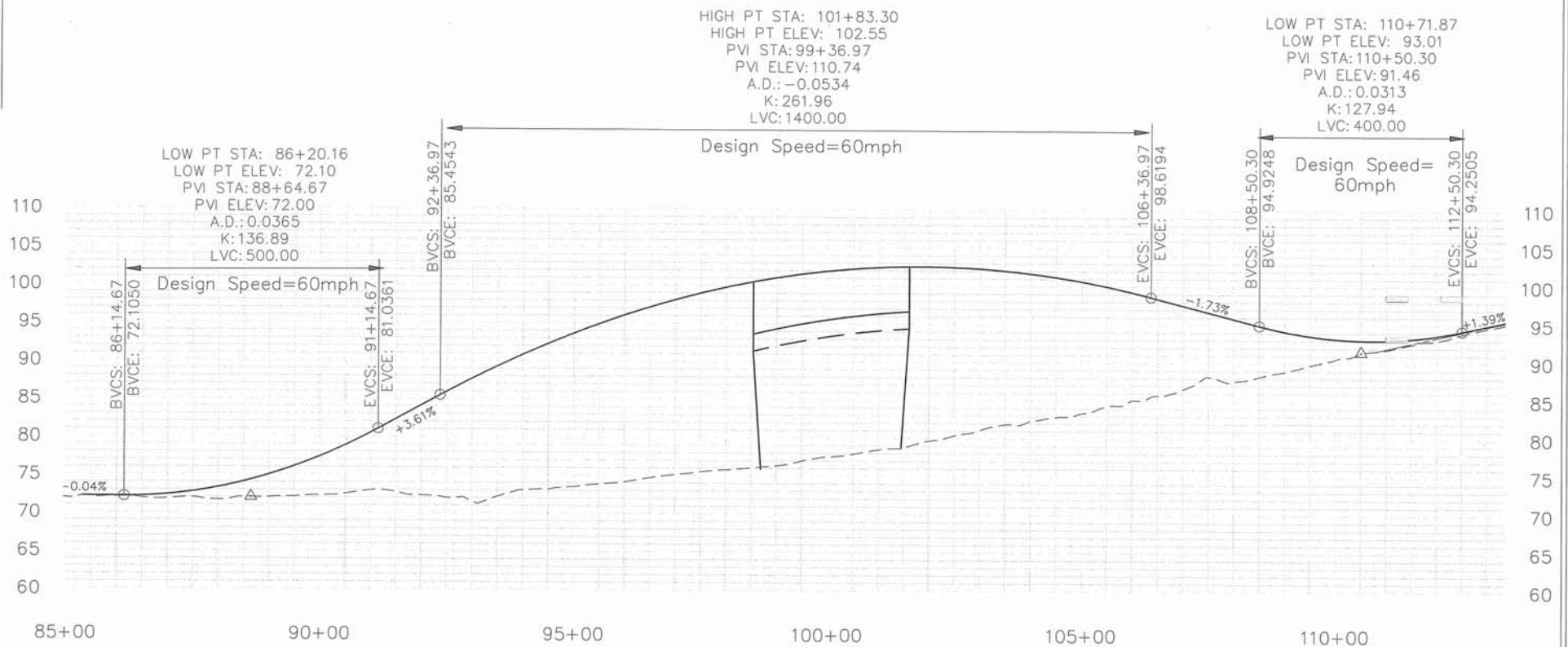
CITY of NAPA - SR29/SR221 SOSCOL JUNCTION INTERCHANGE ROUNDABOUT CONCEPT #1

SCALE: 1"=100'

POTENTIAL CONFIGURATION AT SR29/SR221 SOSCOL JUNCTION INTERCHANGE OVERCROSSING

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Job No. 25-1753-07



SR 29/12 PROPOSED PROFILE

CITY of NAPA - SR29/SR221 SOSCOL JUNCTION INTERCHANGE ROUNDABOUT CONCEPT #1

SCALE: H: 1"=200'
V: 1"=15'

POTENTIAL CONFIGURATION AT SR29/SR221 SOSCOL JUNCTION INTERCHANGE



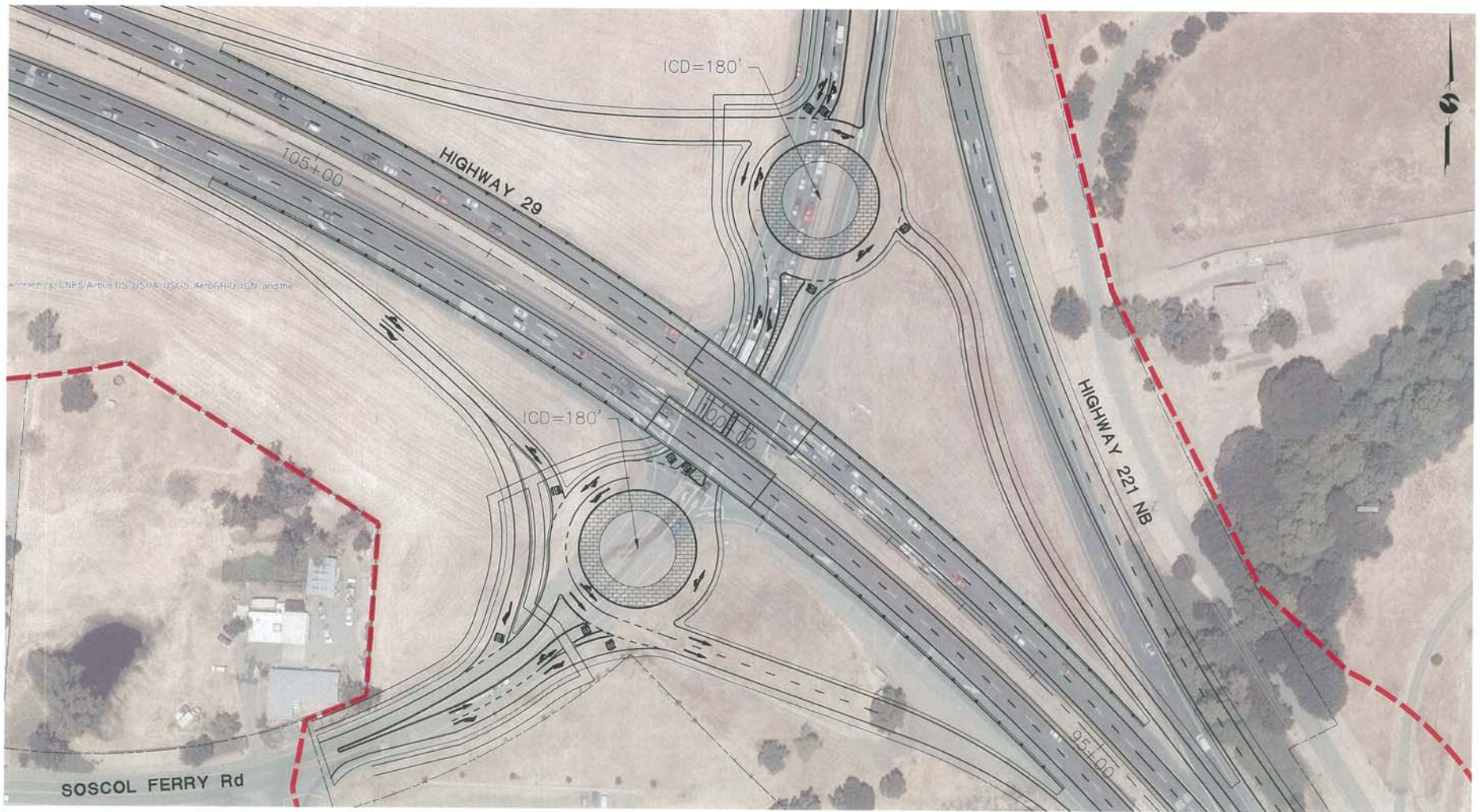
CITY of NAPA - SR29/SR221 SOSCOT JUNCTION INTERCHANGE ROUNDABOUT CONCEPT #2

SCALE: 1"=250'

POTENTIAL CONFIGURATION AT SR29/SR221 SOSCOT JUNCTION INTERCHANGE OVERCROSSING

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Job No: 25-1753-07



CITY of NAPA - SR29/SR221 SOSCOL JUNCTION INTERCHANGE ROUNDABOUT CONCEPT #2

SCALE: 1"=100'

POTENTIAL CONFIGURATION AT SR29/SR221 SOSCOL JUNCTION INTERCHANGE OVERCROSSING

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Job No: 25-1753-07