

PROFESSIONAL SERVICES AGREEMENT**Caulfield Bridge and Extension Project**

(Title of Project)

FY 22/23 Fund # _____ Cost Center _____ Object Code _____ Project # C16401824 Amount \$5,298,685

For multi-year contracts or contracts with multiple accounts:

FY _____	Fund # _____	Cost Center _____	Object Code _____	Project # _____	Amount \$ _____
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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of _____, 20____ ("Effective Date"), by and between the City of Petaluma, a
(city use only)

municipal corporation and a charter city ("City") and Mark Thomas & Company, Inc., a Engineering Consultant ("Contractor") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit "A" attached hereto and incorporated herein ("Services"). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 25, Amendment, of this Agreement.
2. **Compensation; Business Tax Certificate.**
 - A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with the rates specified in Exhibit A.
 - B. Contractor shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
 - C. Contractor shall be compensated for services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$5,298,685 without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.

- D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
- E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on December 31, 2027, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.
5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.**
 - A. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.
 - B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090

- prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. . Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.
13. **Contractor No Agent.** Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
 14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
 15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
 16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
 17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.
 18. **Prevailing Wages.** This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit D, which is attached to and made a part of this Agreement.

19. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the City’s request Contractor shall promptly provide to the City documents and information verifying Contractor’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit C, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit C in accordance with the requirements of the Living Wage Ordinance. Contractor’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City’s termination of this Agreement pursuant to Section 4 hereof.
20. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
21. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
- (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

City:

City Clerk
 City of Petaluma
 Post Office Box 61
 Petaluma, California 94953
 Phone: (707) 778-4360
 Fax: (707) 778-4554
 Email: cityclerk@ci.petaluma.ca.us

And:

Bjorn Gripenburg
City of Petaluma, Public Works & Utilities
202 N. McDowell Blvd.
Petaluma, CA 94953
Phone: 707-787-7043
Fax: N/A
Email: bgripenburg@cityofpetaluma.org

Contractor: Zach Siviglia, President & CEO
Mark Thomas & Company, Inc.
1970 Broadway, Suite 760
Oakland, CA 94612
Phone: 510-844-5600
Fax: N/A
Email: zsiviglia@markthomas.com

22. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.
23. **Indemnification.** A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Contractor's performance of the Services or Contractor's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.
- B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.
- C. The Contractor must respond within 30 calendar days to any tender of defense and indemnity by the City unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days regarding a matter subject to tender pursuant to this Agreement, in addition any other remedies authorized by law, so much of the money due or

that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, where such matter is subject to tender pursuant to this Agreement, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

D. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

24. **Insurance.** Contractor shall comply with the "Insurance Requirements for Contractors" in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

26. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.

27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

29. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
33. **Contractor's Books and Records.**
- A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.
34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.
36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to

the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR

DocuSigned by:
By Zach Siviglia
Name CA806E0D547E42F...

President

Title

701 University Avenue, Suite 200

Address

Sacramento CA 95825

City State Zip

94-1451490

Taxpayer I.D. Number

L-0956139

Petaluma Business Tax Certificate Number



SCOPE OF WORK

The proposed scope of services for the Caulfield Bridge and Extension project will construct a new 500-foot long movable bridge over the Petaluma River. The project will connect Crystal Lane at Petaluma Boulevard South to Caulfield Lane at Bautista Way for vehicles, pedestrians, and bicyclists. This scope includes preliminary engineering, environmental clearance and permitting, utility relocation, geotechnical engineering and exploration, public outreach, traffic engineering, hydraulics and hydrology, and final design. Optional tasks include funding assistance and design services during construction.

TASK 1. PROJECT MANAGEMENT

Task 1.1. Project Management

Mark Thomas will coordinate with the City of Petaluma and manage the project team. This includes preparing contract paperwork, memos, letters, email and phone calls. Management activities also include the development and maintenance of a critical path method (CPM) design schedule and preparation of monthly invoices and progress reports. The schedule will be updated as progress is made, with critical path activities clearly shown for team review purposes. The schedule and billings will be submitted in the form and in enough detail to track the project status and contract expenditures as outlined by the City at the beginning of the project. The project is anticipated to last approximately twenty-four (24) months from Notice to Proceed to construction advertisement.

Task 1.2. Monthly Meetings

Mark Thomas will lead the overall coordination effort with the project team. Mark Thomas will schedule, prepare for, and attend project team meetings with the City and stakeholders to share project information, make decisions, assign project tasks, and identify items critical to project delivery. Key team members will be present at each team meeting depending on the items to be discussed. Mark Thomas will prepare and distribute agendas prior to each meeting and prepare meeting minutes with action items within one week after the meeting. It is assumed that there will be eighteen (18) meetings held via conference call and six in-person meetings at the City offices.

TASK 1 DELIVERABLES

- Project Schedule
- Agendas and Meeting Minutes
- Monthly Billings and Invoices

TASK 2. PUBLIC OUTREACH AND ENGAGEMENT

Task 2.1. Public Meetings

Kearns & West will support four tasks on the project: community meetings, public surveys, environmental support, and project management and coordination.

Community/Neighborhood Meetings



Kearns & West will conduct the following activities to support meaningful community engagement focused on the bridge's design elements (such as bridge aesthetics, bicycle/pedestrian amenities, gateway features, etc.) and impacts to adjacent properties and neighborhoods. Throughout the engagement process, K&W will aim to build awareness of the project, ensure engagement is equitable and inclusive, provide transparent communication, and solicit feedback from the community in support of project needs. K&W will lead strategy development, planning, logistics, and implementation of in-person community meetings. Activities include:

- Community meetings (3):
 - Organize meeting logistics, including dates, venues, equipment, and interpretation.
 - Prepare and implement a brief notification plan and schedule to promote the meetings, including materials such as flyers, emails, and/or social media content. This can be written to include all three meetings as well as the focused community/neighborhood meetings.
 - Design meeting strategies, facilitation plans, agendas, and any other supporting documents for the meetings, including review cycles to ensure project alignment.
 - Support Mark Thomas team in development of meeting materials, including presentations and fact sheets.
 - Facilitate up to two virtual preparatory meetings for each meeting.
 - Travel to, facilitate, and staff the meetings, including public comments, feedback, live interpretation, and input.
 - Prepare meeting summaries for each meeting.
- Focused community/neighborhood meetings (2):
 - Research community/neighborhood organizations and businesses; conduct basic outreach, including phone calls as necessary.
 - Build a contact list of community/neighborhood stakeholders.
 - Conduct outreach to promote meeting attendance.
 - Design meeting strategies, facilitation plans, agendas, and any other supporting documents for the meetings, including review cycles to ensure project alignment.
 - Support Mark Thomas team in development of meeting materials, including presentations and fact sheets.
 - Facilitate up to virtual two preparatory meetings for each meeting.
 - Travel to, facilitate, and staff the meetings, including a question and answer session as well as feedback.
 - Prepare meeting summaries for each meeting.
- Support for Committee/Commission/Board and City Council meetings (5):
 - Develop community engagement summary slides.
 - Mark Thomas will develop materials for up to 5 meetings, such as presentations, graphics, and/or fact sheets.

Public Surveys

Kearns & West will support outreach and engagement by creating and implementing two online surveys in both English and Spanish, with the goal of soliciting community feedback on project design elements. Activities for each survey include:

- Draft and revise survey language based on project needs.
- Coordinate the review and translation of the survey.
- Build out the survey in an online format.
- Manage the survey and provide troubleshooting support both internally and externally.
- Produce raw data output.
- Create a survey summary.



Task 2.2. Project Updates

Mark Thomas along with Kearns & West will provide regular project updates and materials to the City. Updates can be included on the City's website or used for Council presentations.

Task 2.3. Graphics and Renderings

To support public outreach and engagement, up to five renderings of the project are included in this scope of work. Renderings will be photo simulations and include key elements of the project including bridge type and location and other key project features.

TASK 2 DELIVERABLES

- Survey Results
- Project Updates
- Graphics and Renderings

TASK 3. PRELIMINARY ENGINEERING

Task 3.1. Data Gathering and Review of Existing Information

The project team will review existing information and gather data from the City and publicly available sources. This includes the Technical Memorandum, floodway mapping, nearby geotechnical data, plans from adjacent projects and other reports, memos and correspondence related to the project.

Task 3.2. Survey and Base Mapping

Mark Thomas will prepare project control based on California State Plane Coordinate system NAD83 and vertically on NAVD 88, based on GPS derived observations. GPS will be used to accurately locate the on-site control and will be set as needed for this topographic survey task. MT will conduct a topographic survey of the site to the conform limits in order to accurately create a DTM surface for design purposes. It is assumed that all access will be provided to MT at no additional cost and that an encroachment permit will not be needed as MT will not need impede traffic. A boundary survey will be performed to confirm the limits of existing right of way through the project site.

Task 3.3. Utility Coordination

Mark Thomas will provide utility coordination for the project. Due to the federal funding associated with the project, utility coordination services will be conducted in general conformance with Caltrans Local Assistance and Utility Relocation Manuals. Mark Thomas will send "A Letters" to utility companies with facilities in the project area project, requesting copies of their existing facility maps. These maps will become the basis of the project utility mapping.

Task 3.4. Design Hydrology and Hydraulic Report

The hydraulic modeling portion of the work plan will update and refine the previous modeling work to provide a detailed basis for comparing alternative bridge designs and alignments and to comprehensively document the basis of design for the preferred alternative across the full range of pertinent hydraulic criteria. Those criteria include, but are not limited to, impacts to base flood elevations, provision of adequate freeboard, and appropriate accommodation of erosion and scour.



As the preferred alternative will almost certainly include structural elements within the jurisdictional floodway of the Petaluma River, an important design objective will be to avoid significant impacts to base flood elevations both downstream and upstream of the crossing. The primary tool for that evaluation will be hydraulic modeling using the U.S. Army Corps of Engineers HEC-RAS software platform as consistent with the earlier design work. The previous modeling runs used a one-dimensional assessment of riverine hydraulics and that work will be refined and updated as needed but will be augmented by two-dimensional modeling to better define detailed aspects of the flow regime including flow convergence and eddy considerations. A comprehensive design at this location will also require evaluation across a range of downstream tidal boundary conditions as well as anticipated sea level rise impacts over the design life of the structure along with the periodic impacts of channel dredging. Low stand downstream boundary conditions will be particularly important for identifying the need for and/or extents of appropriate scour countermeasures.

An important objective of the overall approach to hydraulic design in this case will be to provide a crossing configuration that obviates the need for a formal remapping of the Special Flood Hazard Areas and floodway as depicted on the currently effective Flood Insurance Rate Map (06097C1001G). Doing so will provide the community with assurances the project will not exacerbate flood risks and hazards nor preclude continued progress in addressing flooding concerns along the river. If a formal map revision process is found to be necessary for whatever reason, the compiled hydraulic models can be readily used to update the currently effective FEMA modeling, which was prepared on a distinctly different modeling platform with which the project team is amply familiar. However, it is important to reiterate that the project will be designed to result in no significant impacts from a flood control perspective, even if a FEMA process is needed.

Task 3.5. Geotechnical Report

Based on the RFP and our discussion with Mark Thomas, Earth Mechanics, Inc. (EMI) will provide the geotechnical engineering design services for a new 293-foot long bascule bridge over Petaluma River (bridge substructure width is less than 100 feet) and adjacent roadway improvements (approximately 100-150 feet on each side of the bridge). Details of our proposed geotechnical services for the project are presented below.

- **Preliminary Foundation Report**
EMI will prepare a Preliminary Foundation Report (PFR) to provide preliminary geotechnical recommendations to assist structural designers during Type Selection. This PFR will be prepared using the available subsurface data and the format will be in accordance with the current Caltrans Guidelines.

- **Geotechnical Investigation**
A soil boring and a CPT will be drilled/pushed near each proposed abutment. Additionally, a hand-auger boring will be performed on each side of the bridge to obtain bulk samples for pavement design. Data obtained from bridge abutment boreholes will also be used for pavement design. Based on the above, EMI’s geotechnical field investigations plan is presented in Table 1. The proposed approximate boring depths will be raised if refusal is encountered. Based on plans included in RFP, it is assumed that the proposed bridge abutments will be supported on 72-inch large diameter CIDH piles.

Table 1. Proposed Soil Boring Information

Design Element	Number of Borings/CPTs	Approximate Depth (feet)
Bridge	2 (Boring)	100
	2 (CPT)	100 or refusal
Pavement	2	<5

The boreholes will be excavated using a truck-mounted or track-mounted rotary wash drill rig. Asphalt concrete cold-patch will be used to replace asphalt that is removed by excavations, and quick-set cement will be used to replace



concrete that is removed by excavations. Boreholes will also include P&S wave suspension logging and pressuremeter testing within each borehole. One suspension log will be conducted within each borehole and two pressuremeter tests will be conducted within each borehole within the Franciscan bedrock.

Soil exploration is the most challenging geotechnical task in this project. Potential concerns with drilling include obtaining quality core samples and quality pressure meter tests within the Franciscan bedrock. Rock coring will be utilized within the Franciscan bedrock.

EMI will prepare a boring location plan and this plan will be used to secure encroachment permit from City of Petaluma and well permits from Sonoma County. It is assumed that any other permits, if required, will be secured by others.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Core samples (HQ/NQ) will be obtained if bedrock is intact. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

- **Laboratory Testing**

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, UU triaxial, consolidation, R-value, soil corrosion tests, and rock strength tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

- **Geotechnical Engineering Analyses**

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- EMI understands that nonlinear time history analysis (NLTHA) will be required for this non-standard bridge, to be performed after the type selection phase (after the PFR is prepared). EMI will perform the following tasks to support the NLTHA:
 - Site characterization (including shear wave velocity profiles) for development of design ground motions and selecting a suitable reference rock elevation.
 - Probabilistic seismic hazard analysis (PSHA) to develop a reference rock horizontal component response spectrum for the bridge site.
 - Development of vertical motion response spectrum based on vertical-to-horizontal (V/H) ratios.
 - Selection of seven sets of three-component (two horizontal and one vertical) startup earthquake time histories based on the controlling source information and rotation of horizontal components to principal major and minor axes.
 - Spectrum matching to develop seven sets of three-component (21 total time histories) reference rock spectrum-compatible time histories for the 975-year return period design event.
 - Site response analysis to develop depth-varying time histories at the bridge supports for use in pile-soil interaction analyses or to be applied directly into the global bridge model.
 - Pile-soil interaction analysis as-needed to support the designer's preferred foundation modeling approach.
 - Development of soil/foundation springs.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge.
- Assessment of global slope stability.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.



- **Report Preparation**

EMI will prepare a Foundation Report to provide all the geotechnical design and construction recommendations for the project. The Foundation Report will include recommendations for bridge, adjacent retaining walls, slopes, and pavement structural sections. EMI will address any comments resulting from the City of Petaluma review and prepare a final Foundation Report.

- **Cost Estimate**

Estimated hours and costs for geotechnical engineering design services are included in a separate spreadsheet. Hours and costs are based on the scope of work described herein, our current audited billable rates, and the assumptions.

Task 3.6. Environmental Studies and Document Preparation

LSA is pleased to provide our proposal for environmental services in support of the Caulfield Bridge and Extension Project (project) in Petaluma, California. It is our understanding that a new 500-foot bascule bridge would be constructed over the Petaluma River, connecting Crystal Lane at Petaluma Boulevard South to Caulfield Lane at Bautista Way for pedestrians, bicyclists, and drivers. The project will be funded using only local funds, and the City of Petaluma (City) will act as the California Environmental Quality Act (CEQA) Lead Agency. The project would require various regulatory permits, including a permit from the United States Coast Guard (Coast Guard), who will act as the lead agency under the National Environmental Policy Act (NEPA). This scope of work assumes preparation of an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) under CEQA and an Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) under NEPA.

Scope of Work

The scope of work for CEQA and NEPA compliance and preparation of an IS/MND and EA is discussed below. This scope of work is valid for a period of 4 months beginning March 2023 and is based on a 3- to 4-year project schedule starting in June 2023. Re-scoping and/or a budget adjustment may be required after that period has elapsed. Unless otherwise noted, all deliverables will be provided electronically in Word (*.docx) and Portable Document Format (*.pdf).

Project Initiation and Project Description

Project initiation tasks will include collecting and reviewing all the information developed for the proposed project and applicable planning and regulatory documents (i.e., City of Petaluma General Plan and Zoning Ordinance). LSA staff will visit the site to familiarize themselves with the project area and will be available to participate in a start-up meeting via teleconference to initiate the project. As part of this task, LSA will reach out to the Coast Guard to confirm the scope and format for the NEPA document. Following consultation with the Coast Guard, we will revise our scope and fee, if needed, to facilitate the permitting process.

LSA will prepare a project description that details the purpose, phasing and physical elements of the proposed project. This information will include a detailed description of the project's technical and environmental characteristics, project background, operational characteristics, implementation schedule, required entitlements, construction details, and all other relevant information. Illustrative figures of the existing site conditions, including a site location map, aerial photographs of surrounding land uses, and project site photos will be included. The bridge design and other relevant project plans will also be included. LSA will work closely with the City and the Coast Guard to ensure that the project description provides a level of detail appropriate for the IS and EA.

A draft of the project description will be submitted to the City and Coast Guard for review and acceptance prior to initiation of the impact analysis. An electronic version (in Microsoft Word and Adobe PDF formats) of the Administrative Draft and Final Draft Project Description will be provided.

Deliverables: Project Description (electronic copy)



Technical Studies/Technical Analysis

LSA proposes to conduct the following technical studies/technical analysis based on our current understanding of the project. The technical studies will be based on a project description and design provided by the project engineer for one preferred project design. LSA will begin preparation of the technical studies following receipt of these project materials and confirmation that neither the project description nor the design will change enough to require revisions to the technical reports. In addition, we have scoped our level of effort for mapping/analysis on receipt of the project design in AutoCAD (i.e., .dwg) format and projected into a real-world coordinate system (e.g., State Plane) for efficient integration into geographic information system (GIS) software. If revisions to the technical reports are required based on changes to the project description or design, or if LSA needs to manipulate the design files in order to integrate them into GIS, LSA may require additional budget.

Biological Resources

LSA will evaluate the biological resources present on the project site and determine project effects to those resources. A key objective of the evaluation will be to identify any special-status plant or animal species, or sensitive habitats that the project may affect. The project site consists of a segment of the Petaluma River connecting Crystal Lane at Petaluma Boulevard South to Caulfield Lane at Bautista Way. Sensitive biological resources potentially occurring in the project area are associated with the Petaluma River and include anadromous fish and jurisdictional waters. It is LSA's understanding that the project will include work within the Petaluma River.

Research/Coordination.

LSA will request a list of special-status species from the United States Fish and Wildlife Service (USFWS) via the online Information, Planning, and Consultation (IPaC) website and will query the California Natural Diversity Database (CNDDB) for special-status plants and animals that may occur in the project vicinity.

Field Surveys.

LSA proposes the following field surveys:

- **General Field Survey:** LSA will conduct a general field survey to verify the results of the initial biological resources memo to ensure that no changes have occurred to mapped plant communities or habitat conditions. The field survey will also confirm that no additional impacts to special-status species are expected from those outlined in the earlier report.
- **Aquatic Resources Delineation:** LSA assumes that the 2020 aquatic resources delineation (AECOM 2020) does not need to be updated and can be submitted with the United States Army Corps of Engineers (USACE) and Regional Water Quality Control Board (RWQCB) permit applications. LSA will be available for one site visit with USACE personnel to verify the delineation if needed. LSA has also budgeted 16 hours for updating the delineation map based on the verification visit.
- **Plant Surveys (Optional):** If the general field survey indicates there is habitat for special-status plants within the project area, LSA will conduct two focused surveys to determine if these species occur on the project site. The surveys will be scheduled to coincide with the normal blooming periods of the target species to ensure they are readily identifiable during the survey. All plant species observed on the project site will be identified to the level of taxonomy needed to determine protection status (if any).

Documentation

The results of the field survey will be documented in a biological resources technical study to support the IS and EA. The study will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map will be provided showing plant community types and the locations of any sensitive biological resources identified. The results of the aquatic resources delineation and other surveys will also be summarized. The study will



include an assessment of project impacts on the biological resources present and recommend mitigation measures where appropriate.

Deliverable: Biological Resources Study (electronic copy and three hard copies)

Cultural Resources

LSA will prepare a Cultural Resources Study to support the IS and EA that addresses requirements of Section 106 of the National Historic Preservation Act. This scope of work is based on the assumption that only one cultural resource is present within the project Area of Potential Effects (APE) (i.e., P-49-01044, the previously recorded historic period for the Petaluma Rock Quarry). A preliminary cultural resources assessment for the project prepared by AECOM in 2020 notes that the Petaluma Rock Quarry was evaluated in 2003. The result of the 2003 evaluation is that the resource does not appear eligible for the National Register of Historic Places (National Register) or the California Register of Historical Resources (California Register). However, no formal determination of eligibility (DOE) for the resource was provided or noted in the AECOM report. As such, this scope assumes that resource P-49-001044 will require evaluation for eligibility for both the National and California Registers. The following tasks will be completed:

Area of Potential Effects Map: LSA will prepare an APE map based on project plans provided by the project engineer. The map will depict the locations of any cultural resources identified in the APE (including the entirety of resource P-49-001044). Roads, bridges, and creeks will be clearly labeled. This scope assumes that the original site plan will not be revised and that only one round of APE revisions will be needed.

Record Search: An updated record search will be conducted at the Northwest Information Center (NWIC) of the California Historical Resources Information System to identify previous cultural resources or cultural resource studies in the APE and within a 0.5-mile search radius.

Sacred Lands File Search: LSA will contact the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File (SLF) and a Native American contact list for the APE. The results of the SLF search will be summarized in the cultural report, and the contact list will be provided as an appendix to the report. It is assumed the Coast Guard will not require assistance with Native American consultation or outreach.

Additional Background Research: LSA will review additional background information (e.g., historical maps and records, cultural resources inventories, and pertinent literature) to determine the pre-contact and historic context and assess the APE's archaeological sensitivity.

Field Survey: Following receipt of the NWIC record search results, an LSA Archaeologist, under the supervision of an LSA Archaeologist who meets Secretary of the Interior's (SOI) *Professional Qualification Standards* (36 Code of Federal Regulations [CFR] Part 61) in Archaeology, will conduct a pedestrian field survey of the APE. The field survey will be documented in field notes and photographs. LSA will require access to the project site to complete this task.

Evaluation: LSA will evaluate resource P-49-01044 for inclusion using the National Register evaluative criteria to determine if this resource meets the definition of a historic property (36 CFR Part 800.16(l)(1)) as well as for listing in the California Register. The evaluations will consider the issue of integrity of the resource, if necessary. LSA will record the evaluations on California Department of Parks and Recreation (DPR) Series 523 form records as appropriate and attach the forms to the Cultural Resources Study as an appendix.

Report: LSA will prepare a Cultural Resources Study report that describes the methods, results, and recommendations of the cultural study. The report will also include the National Register evaluation of P-49-001044. The California Register evaluation will not be included in the body of the Cultural Resources Study report since the Coast Guard is only concerned with federal requirements, but the DPR forms will address both National Register and California Register evaluations. The final version of the Cultural Resources Study report will be submitted to the NWIC in fulfillment of a requirement to access its archives.

Deliverable: Cultural Resources Study (electronic copy and three hard copies)



Water Quality Assessment Report

LSA will prepare a Water Quality Assessment Report (WQAR) for the project. The WQAR will discuss watershed and drainage characteristics, surface receiving waters, groundwater hydrology, regulatory requirements, pollutants of concern, receiving waters conditions, objectives, beneficial uses, and floodplains. The report will also discuss proposed construction site, site design, structural and non-structural source control, Low Impact Development (LID) and treatment Best Management Practices (BMPs) that are being provided as part of the project. The project's impacts on water quality will be evaluated, and avoidance, minimization, and/or mitigation measures necessary to prevent adverse water quality impacts will be identified.

Information to be obtained from the Storm Water Data Report (SWDR) (to be provided by the project engineer) and Hydrology Report (to be provided by the project engineer) and incorporated into the WQAR includes, but is not limited to, proposed construction and operational BMPs, disturbed soil area, new impervious surface area, additional impervious surface areas to be treated for the project, existing and proposed drainage patterns, existing and proposed rate and volume of stormwater runoff, and proposed construction and operational BMPs. Information on depth to groundwater, proposed depth of excavation or pile installation, the potential for groundwater dewatering during construction, soil types, and erosion potential will be obtained from the project's Geotechnical Report (to be provided by the project engineer).

Deliverable: Water Quality Assessment (electronic copy and three hard copies)

Phase I Environmental Site Assessment

Baseline will prepare a Phase I Environmental Site Assessment (ESA) that evaluates available information regarding the potential for hazardous materials and waste to be present at the project site. The following scope of work would be conducted in general accordance with ASTM Standard E1527-21 "Standard Practice for Environmental Site Assessments:

Phase I Environmental Site Assessment Process":

Obtain the latest information from federal, state, local, and tribal environmental databases to identify hazardous materials sites that could potentially affect the project site.

Review readily available historical land use records, including fire insurance maps, topographic maps, and aerial photographs, to identify any previous land uses associated with hazardous materials at or adjacent to the project site.

Review previous environmental investigations prepared for the project site, if available.

Conduct a field reconnaissance of the project site and adjoining areas to identify any potential hazardous materials concerns at or near the project site.

Conduct an interview with persons knowledgeable about the project site (e.g., owner or manager), if such persons are available.

Prepare the Phase I ESA report.

In accordance with ASTM Standard E1527-21, the Phase I ESA report would identify environmental conditions and provide an opinion regarding further action warranted at the project site, if any. We have assumed there are no environmental liens on the project site, that previous environmental investigations of the project site would be provided for review, and that access to the project site for a field reconnaissance would be made available upon request.

Deliverable: Phase I Environmental Site Assessment (electronic copy and three hard copies)

CEQA Environmental Documentation

LSA will prepare an IS/MND using the City's preferred format and will address the 2022 CEQA Guidelines, standards, and thresholds of significance (unless additional City thresholds apply).

Administrative Draft IS/MND

LSA will prepare a comprehensive Administrative Draft IS/MND for the City's review. The IS/MND will include the project description from the above task, discussion of the environmental review process, and project methodology.



Technical studies prepared by LSA and the contracting engineer will be summarized into the IS/MND document. The IS/MND will also summarize non-technical issue areas (e.g., land use, public services and utilities) and issues anticipated to have no or minor environmental effects.

Deliverable: Administrative Draft IS/MND (electronic copy)

Screencheck Draft IS/MND

After receiving comments on the Administrative Draft IS/MND (one set of non-conflicting consolidated comments from the City), LSA will revise the document and prepare a Screencheck Draft IS/MND for public review. The purpose of preparing this Screencheck Draft IS/MND is to allow the City to review the changes to the document, resolve any remaining questions, and verify that the City is satisfied with the overall Draft IS/MND.

Deliverable: Screencheck Draft IS/MND (electronic copy)

Public Review Draft IS/MND

After receiving comments on the Screencheck Draft IS/MND (one set of non-conflicting consolidated comments from the City), LSA will revise the document and prepare the Draft IS/MND for public review. LSA will coordinate with the City to be assigned as a submitter (on behalf of the City) to submit the Draft IS/MND to the State Clearinghouse for public review. LSA will also provide the IS/MND in PDF and Word formats to allow the City to post these documents on its website. If requested by the City, LSA will provide five hard copies of the IS/MND to be distributed by City staff. LSA will prepare a combined Notice of Intent to Adopt the Mitigated Negative Declaration/Public Hearing Notice, in accordance with the CEQA Guidelines. LSA will coordinate with the City to notice and distribute the Draft IS/MND pursuant to CEQA and City review procedures.

Deliverables: Draft Notices (electronic copy to the City):

Notice of Intent/Notice of Availability

Notice of Completion

State Clearinghouse Summary Form

Public Review Draft IS/MND (electronic copy to City, engineers, and State Clearinghouse, and other agencies and individuals as determined by the City and five hard copies for the City)

Responses to Comments

Upon close of the public review period, LSA will review the public and agency comments on the Draft IS/MND and will coordinate with the City to strategize the preparation of the responses to comments. It is anticipated that the public comments would not be extensive; therefore, this scope and budget is based on responding to approximately five individual comments on the project. LSA's budget estimate assumes, on average, 3 hours per comment. Should additional labor effort be needed to respond to comments on the Draft IS/MND, LSA will obtain authorization of additional budget from the City prior to any such expenditure.

LSA will respond to the comments received on the Draft IS/MND in coordination with the City and will submit the draft responses to the City for review.

Deliverables: Draft Responses to Comments (electronic copy)

Final Responses to Comments (electronic copy)



Administrative Final Initial Study/Mitigated Negative Declaration

Following the City's review of the draft responses to comments, LSA will revise the Public Review Draft IS/MND as required to incorporate relevant comments/data received during the public review period. Revisions to the Public Review Draft IS/MND will be identified in track changes/redline in the Word file to facilitate subsequent review. All comments received on the Public Review Draft IS/MND during the public review period, as well as the responses to comments, will be included as an appendix to the Administrative Draft Final IS/MND.

LSA will also prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The Draft MMRP will be submitted to the City for review and comment as part of the Administrative Draft Final IS/MND.

Deliverables: Administrative Draft Final IS/MND (electronic copy)
Draft Mitigation Monitoring and Reporting Plan (electronic copy)

Final IS/MND

After receiving comments on the Administrative Draft Final IS/MND (one set of non-conflicting, consolidated comments from the City), LSA will revise the document and prepare a Final IS/MND for City approval.

LSA will provide up to three hard copies of the Final IS/MND. Following City approval of the Final IS/MND, LSA will prepare and file a Notice of Determination with the Sonoma County Clerk and State Clearinghouse. The City is responsible for the California Department of Fish and Wildlife (CDFW) filing fee.

Deliverables: Final IS/MND (electronic copy and three hard copies to the City)
Notice of Determination (electronic copy for County Clerk and State Clearinghouse)

NEPA Documentation – Environmental Assessment/Finding of No Significant Impact

The EA will be prepared consistent with the Coast Guard's Environmental Planning Implementing Procedures (Office of Environmental Management [CG-47] dated February 21, 2020) because the project does not appear to be categorically excluded under the Coast Guard's environmental review procedures. Based on LSA's experience, the EA would likely culminate in a FONSI. LSA will use project information provided by the project design team, to the extent possible. LSA will also rely on previously prepared technical reports provided to LSA by the City and the technical studies outlined above.

Pre-Planning Notification

LSA's project initiation tasks in Task 1 will also include gathering and reviewing materials and discussions with the Coast Guard relevant to the preparation of a Draft EA. Consistent with Coast Guard requirements, this will include preparation and submittal of a notification letter to the Coast Guard to commence the EA process. The notification letter will include a description of the proposed action and need for the action, project location, construction dates/duration, proposed alternatives/screening methodology, potentially significant environmental issues, potential areas of controversy, and identification of regulatory agencies with whom coordination will be required. LSA will commence work on the EA once the Coast Guard has agreed to review and comment on the proposed EA.

Deliverables: Pre-Planning Notification Letter (electronic copy to City for transmittal via email to the Coast Guard)

Prepare Draft EA

The EA will include the description of the project from Task 1.2 and (a) a statement of purpose and need for the proposal, (b) a discussion of the proposed action and alternatives, (c) an analysis of probable environmental effects of the proposed action and alternatives, and (d) a list of agencies and persons consulted. These EA components are described below.



Purpose and Need.

LSA will incorporate the project description from Task 1.2 and supplement this information with and a brief discussion of the purpose and need for the proposed action. This discussion will include a list of objectives of the project.

Alternatives Including the Proposed Action.

LSA will prepare a description and comparative analysis of the proposed action and alternatives, including a description of alternatives considered but rejected. EAs must, at a minimum, include the proposed action, no action, and at least one other reasonable action alternative. If the EA is written with just the proposed action and the no action alternatives, the rationale for not including an action alternative in addition to the proposed action and no action must be explained in detail. LSA will coordinate with the project development team to identify and discuss alternatives that could reasonably achieve the need that the proposed action is intended to address.

Existing Environment.

This section of the EA will include a concise description of the human environment and natural resources that would be affected by implementation of the proposed action. This baseline is used to compare the impacts of the various alternatives.

Environmental Consequences.

LSA will describe probable environmental effects for the project using the environmental factors identified by the Coast Guard. Also included will be a list of permits to be obtained and a cumulative impact analysis. LSA will prepare a summarized discussion of the probable adverse effects of both the proposed action and its alternatives. This section of the EA will also include the information required to demonstrate compliance with other applicable requirements and will identify any permits, licenses, other approvals, or reviews that apply. This section will also identify environmental protection measures that have been incorporated into the action in order to avoid adverse effects.

This scope of work is based on the assumption that no additional quantitative or technical analysis (specifically for traffic, air quality, or noise) will be needed to identify the probable environmental impacts of the action beyond those already presented in existing technical studies, and that the proposed action would not result in adverse effects to the environment.

Circulate Draft EA

LSA will submit three versions of the Draft EA (Administrative Draft, Screencheck Draft, and Public Review Draft EA) in electronic format to the Coast Guard. LSA will revise the Administrative Draft EA based on the comments received and will prepare the Screencheck Draft EA. Based on final comments, LSA will submit an electronic version of the Public Review Draft EA for the Coast Guard to distribute to agencies and interested persons for their review and posting on the Federal Register. The EA must be made available to the public on request. LSA will provide the Coast Guard with copies of the EA to provide to those who request a copy.

Deliverables: Administrative Draft EA (electronic copy to the Coast Guard)

Screencheck Draft EA (electronic copy to the Coast Guard)

Public Review Draft EA (electronic copy to the Coast Guard and other agencies and individuals as determined by the Coast Guard and five hard copies for the Coast Guard)

Prepare Final EA/Finding of No Significant Impact

Following the public review period, LSA will prepare a synopsis of the public comments received and how the comments were addressed. Consistent with Coast Guard guidance, LSA assumes that a response to each individual comment will not be required. The summary of public comments will be included as an appendix to the Final EA.



LSA will modify the EA, as needed, to reflect the consideration of public comments and prepare the Finding of No Significant Impact (FONSI) for public release.

*Deliverables: Draft Final EA/FONSI (electronic copy to the Coast Guard)
Final EA/FONSI (electronic copy and three hard copies to the Coast Guard)*

Biological Assessment (BA).

LSA will prepare a BA in accordance with the USACE *ESA Information Guidelines for the Regulatory Program*, dated March 2018, to evaluate project effects to federally listed species (e.g., anadromous fish) and identify appropriate avoidance and minimization measures. The USACE will use the BA to facilitate Section 7 consultation with the National Marine Fisheries Service (NMFS) as part of the 404 permitting process.

This task includes 10 hours for responding to comments generated during client review of the BA and 20 hours to assist the USACE throughout the Section 7 consultation process (e.g., providing additional information or analysis), including one field meeting.

*Deliverables: Preconstruction Notification (electronic submittal)
Biological Assessment (electronic copy)*

Water Quality Certification (Clean Water Act, Section 401)

A Water Quality Certification will be required from the RWQCB for the proposed project if it will affect wetlands or other waters of the State to certify that the project is consistent with water quality goals and objectives. LSA will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the applicant, amount to be determined by LSA).

Pre-Application Meeting

LSA will submit a pre-application meeting request to the RWQCB at least 30 days in advance of the submittal of the 401 Water Quality Certification application package. If the RWQCB requests a meeting, LSA will schedule a 1-hour video conference with the RWQCB, the applicant, and the design team. LSA will also prepare a succinct project summary for discussion during the meeting, including a description of the project, the project impacts, proposed compensatory mitigation, and proposed alternatives to be addressed in the alternatives analysis (see below). Based on input provided by the RWQCB during the pre-application meeting, LSA will discuss with the applicant and the design team any additional requirements that may not be covered under LSA's existing scope of work before finalizing the 401 Water Quality Certification application package.

Alternatives Analysis (AA)

LSA will prepare an AA consistent with the *State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State* requirements for "Tier 2 Projects," which specifies an analysis of on-site alternatives that would potentially reduce impacts to waters of the State. LSA will coordinate with the design team to identify two or three conceptual alternative designs that avoid and/or minimize impacts to waters of the State for evaluation in the AA. The AA will describe cost and feasibility information (i.e., logistical or technical constraints) for each of the alternatives to demonstrate that they are impracticable compared with the proposed project. Based on input and direction provided by LSA, the design team will provide support for the AA, including preparation of the conceptual alternative layouts and brief written descriptions, line-item cost estimates for infrastructure and fees, and feasibility input for the alternatives.



LSA will submit the Draft AA electronically for client review. We have included 2 hours to respond to internal comments generated during review of the Draft AA. LSA's budget for the AA also includes 4 hours to respond to questions and/or revise the Draft AA based on comments from the RWQCB.

Mitigation and Monitoring Plan (MMP).

LSA will prepare a brief mitigation and monitoring plan that will propose mitigation for project impacts that may include purchasing credits from a mitigation bank approved to sell credits for wetland/non-wetland waters or on-site mitigation and monitoring.

Deliverables: *Application for Water Quality Certification (electronic submittal)*
 Alternatives Analysis (electronic copy)
 Mitigation and Monitoring Plan (electronic copy)

Task 3.7. Bridge Type Selection Report

The City has provided a concept study performed by others that concludes with a recommended bridge type for the new movable span. M&M will thoroughly review this report and make recommendations regarding any modifications or additional analysis. The concept study will include qualitative investigation of a single bridge for each of the following bridge types with a 90-foot navigation channel.

- Rolling Bascule - Pony Truss
- Trunnion Bascule - Through Girder

Task 3.8. Geometric Approval Drawings (GAD)

Prepare strip map GAD of the project. The 35% improvement plans shall include the following:

- Prepare Geometric Approval Drawings (GAD) strip map showing geometrics of control lines, station lines, traffic lanes, shoulders, sidewalks and location of all structures to be constructed within the project.
- Select structural drawings, machinery layout, a list of expected Specifications, and the Construction Cost Estimate will be submitted.
- Prepare a 35% Engineers Cost Estimate (11-page format), include state furnished items and supplemental work.

TASK 3 DELIVERABLES

- Base Mapping
- Utility Letters
- Draft and Final Hydraulic Reports
- Draft and Final Geotechnical Reports
- Draft and Final CEQA Documents
- Draft and Final NEPA Documents
- Bridge Type Selection Report
- GAD's and Estimate

TASK 4. 65% PS&E

Prepare 65% improvement plans of the project in accordance with Caltrans requirements. Plans will be prepared using Civil 3D and AutoCAD. Plans will be prepared in accordance with City and Caltrans Standards. A list of anticipated sheets are shown below:



Sheet Type	Number of sheets
Title	1
Typical Cross Sections	2
Key Map and Line Index	1
Project Control	1
Layouts	1
Profile and Superelevation Diagram	1
Construction Details	8
Temporary Water Pollution Control Plans	4
Contour Grading	2
Drainage Plans, Profiles, Details and Quantities	4
Construction Area Signs	1
Motorist Information Signs, Details and Quantities	1
Pavement Delineation Plans and Quantities	2
Sign Plans, Details and Quantities	2
Electrical Plans	29
Structure Plans	51
Mechanical Plans	14
Log of Test Borings	4
Total	129

- Prepare plans listed above. These plans will be substantially complete; however, they are unchecked details. Quantity sheets may be just a format outline without calculated quantities shown.
- Prepare a Construction Working Day Schedule
- Prepare the 65% Quantities and Engineers Estimate using BEES items codes and descriptions. The estimate will include supplemental work and State furnished materials.

M&M will determine the required size and room layout of the Operator's House to accommodate the equipment needed to operate the bridge. The house and the associated mechanical, electrical, and plumbing will be designed RIM Architects. M&M will perform the structural design of the movable bridge including the superstructure, substructure, and foundations. Mark Thomas will perform QA/QC reviews of the structure plans and coordinate with M&M. M&M will perform the mechanical design for the bridge components that move the span. M&M will perform the electrical design for the power and control systems in the movable span and for the inspection traveler.

Specifications will be prepared using Caltrans format and Caltrans 2022 standard specification and standard special provisions and will incorporate City boiler plate.

TASK 4 DELIVERABLES

- Plans
- Specifications
- Estimate
- Reports as noted.
- All deliverables will be electronic, no hard copies



TASK 5. 95% PS&E

Prepare 95% improvement plans of the project in accordance with City and Caltrans preparation and CADD manuals. Expected plan sheets are shown under the 65% submittal task. All comments from the 65% review will be documented and closed out. Comments received from the outreach meeting will be discussed with the PDT for consideration.

- a. All plan sheets listed under the 65% submittal,
- b. Draft Special Provisions
- c. Engineers Estimate in BEES format
- d. Structures Calculations
- e. Updated Working Day Schedule
- f. Constructability Review and Resolve of 65% comments

Mark Thomas, will perform independent design checks of the fixed structure in conformance with Caltrans bridge design procedures. The independent check will be completed by an engineer who was not involved in the original design of the structure. Mark Thomas will perform an independent structural review of the movable span. Representative calculations will be prepared for selected structural components for independent verification.

Calculations and computer runs will be performed to check the bridge layouts and structural integrity. A plan set will be marked up in two colors, yellow indicating approved items and red indicating items to be discussed. Upon completion of the independent check/review, discrepancies between the designer and checker will be reconciled and plans updated. A bound set of design and independent design calculations will be prepared and submitted as part of the 95% submittal package. M&M will address Mark Thomas and City review comments and incorporate the changes into the plans.

TASK 5 DELIVERABLES

- Plans
- Specifications
- Estimate
- Working days schedule
- Comment responses
- All deliverables will be electronic, no hard copies

TASK 6. FINAL PS&E

1. Prepare final improvement plans of the project in accordance with City standards and Caltrans preparation and CAD manuals.
2. Final improvement plans shall update the 95% PS&E submittal
3. Prepare the Resident Engineer's File and Materials Handout.
4. Provide updated cost estimate

TASK 6 DELIVERABLES

- Final Plans, Specifications and Estimate
- RE File and Materials Handout
- Informational Handout
- Reports



TASK 7. REGULATORY APPROVALS AND PERMITTING

The Petaluma River at the proposed bridge site is a navigable waterway under the jurisdiction of the Coast Guard under Section 9 of the River and Harbors Act. In addition, activities associated with construction of the project would affect wetland and non-wetland waters that are under the jurisdiction of the USACE and the RWQCB. Impacts to these waters will require permits from the regulatory agencies, as described below.

LSA has budgeted 20 hours for responses to agency comments on the applications. LSA has also budgeted for an on-site meeting with agency representatives (if necessary).

Coast Guard Bridge Permit (Rivers and Harbors Act and the General Bridge Act, Section 9)

Construction of the proposed bridge will require approval from the Coast Guard. LSA will prepare a permit application following the Coast Guard's Bridge Permit Application Guide.

Section 404 of the CWA and Section 10 of the Rivers and Harbors Act Permits (USACE)

Construction of the proposed bridge will require USACE approval under Section 10 of the Rivers and Harbors Act and may result in discharge of material into waters of the United States that would require a USACE permit under Section 404 of the Clean Water Act. Typically, only one permit application is needed to obtain both approvals. Any discharge resulting from this project can likely be authorized using one or more Nationwide Permits (NWP). LSA will prepare a Preconstruction Notification(s) to submit to the USACE requesting verification that the project can be authorized using the specified NWP(s). If a permit is not needed under the Clean Water Act, LSA will work with the USACE to obtain approval under the Rivers and Harbors Act. LSA will also submit the Preliminary Jurisdictional Delineation completed in 2020 (AECOM 2020) and request concurrence by the USACE.

TASK 7 DELIVERABLES

- Coast Guard Bridge Permit Application
- 404 Permit Application
- Water Quality Certifications

TASK 8. RIGHT OF WAY

Mark Thomas will identify the right of way needs of the project based on survey information and the project footprint. Mark Thomas will support right of way acquisitions if needed. It is assumed that right of way take is not required. Monument can support appraisals and acquisitions for an additional fee if right of way is needed for the project.

TASK 8 DELIVERABLES

- Right of way exhibits

TASK 9. FUNDING ASSISTANCE (OPTIONAL)

We are familiar with the federal and state funding requirements for Preliminary Engineering (PE), Right of Way, and Construction phases. There is a collection of the guidelines and instructions published in the Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG) that must be followed by local agencies in order to obtain funding for local public transportation projects. The funding programs include the Highway Bridge Program (HBP), Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), Congestion Mitigation and Air Quality (CMAQ) program, and Surface Transportation Block Grant (STBG) program.



At the City's option we can prepare documents to support additional funding and grant proposals.

TASK 9 DELIVERABLES

- Summary of Funding Opportunities
- Funding and Grant applications

TASK 10. CONSTRUCTION SUPPORT SERVICES (OPTIONAL)

Mark Thomas and the project team will provide design services during construction, including bidding assistance, bidder inquiries, review of submittals and shop drawings, site visits, observation of pile installation for up to two days and prepare addendums. This task will be negotiated after the project is designed and more or less budget may be required depending on the final design.

TASK 10 DELIVERABLES

- Project electronic files for bidding
- Submittal and Shop Drawing Reviews
- RFI Responses

ASSUMPTIONS

- 24 Month project duration
- No architect will be involved in developing bridge concepts.
- Scour analysis, foundation type recommendations, foundation geotechnical capacities and design forces (axial, moment and shear) in the piles/drilled shafts of the bascule piers and fender system will be provided to MM by the geotechnical engineer. MM will provide the loads applied to the foundations at the level of the pile/shaft cap.
- Comments to milestone submissions will be received within 30 days of making the submission.
- Any comments received from the milestone submissions will not require a resubmission but rather will be addressed and submitted as part of the next milestone submission.
- A stand-alone construction schedule for the movable span is not included. M&M will review and comment on the overall project construction schedule for the movable span portion.
- Bridge control is from an on-site operator's house. Remote control is not included.
- All design and price is based on a single leaf rolling bascule.
- Changing bridge types may require a supplement to the price and/or schedule.
- The price proposal is valid for two years. Any work going beyond two years will require a supplement to account for escalation.
- Span operation will be accomplished utilizing traditional electro-mechanical design with electric motors with a combination of open and enclosed gearing.
- Emergency span operation shall be incorporated and be designed to allow operation remotely from the rotating machinery room.
- Track and tread design shall utilize a design such that large "gear teeth" shall straddle the outboard edges to maintain alignment and indexing while rolling and restraint while stationary.
- This will be especially useful in helping to resist seismic loading.
- Span lock design shall consider seismic loading. It is likely that passive span locks will not



provide needed resistance against seismic loads and therefore electro-mechanically actuated span locks will be required.

- The need for tail locks will be evaluated. It is assumed that they will be required to aid in resisting all design loading.
- A pier protection fender system of fenders or dolphins are not needed
- An exodermic deck will be used for the roadway and the pedestrian walkways. No studies for different deck types will be performed.
- Generator support will consist of a slab on grade.
- The IS will culminate in an MND. If significant unavoidable environmental impacts are identified, and an EIR is required, LSA would submit an independent scope of work, cost estimate, and schedule. However, such an outcome is not expected.
- The EA will culminate in a FONSI. If significant unavoidable environmental impacts are identified, and an Environmental Impact Statement (EIS) is required, LSA would submit an independent scope of work, cost estimate, and schedule. However, such an outcome is not expected.
- The City and Coast Guard (as applicable) will be responsible for distributing the final IS/MND and EA.
- The City and Coast Guard (as applicable) will be responsible for filing all notices associated with the project.
- Geotechnical Investigation is allowed between 7 AM and 7 PM on weekdays.
- Access to the drill sites will be provided by the Owner with no fees required
- No investigation of hazardous materials. If hazardous materials are encountered during the geotechnical field investigation, EMI will terminate our work and notify Mark Thomas.
- Environmental clearance for accomplishing the field work, if required, will be obtained by others. Archaeological, cultural, and biological reviews or studies, if required, will be performed by others.
- Any regulatory permits for drilling near the Petaluma River will be obtained by others.
- We have allocated \$844 for the Sonoma County well permit. No fee permit was assumed for encroachment permit.
- The boring depths for the proposed bridge are based on the Draft Preliminary Foundation Report included in RFP package.
- No design recommendations for sound walls, no design recommendations for the creek, and no infiltration testing.
- Existing pavement rehabilitation recommendations, if required, will be provided by others.
- No Caltrans review.

COST PROPOSAL FOR PROJECT SCOPE: Petaluma-Caufield Moveable Bridge

MARK THOMAS																										Subconsultants						TOTAL COST
		Principal	Sr. Technical Lead	Technical Lead	Sr. Project Engineer	Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Technician	Survey Division Manager	Sr. Survey Manager	Sr. Project Surveyor	Surveyor	Lead Survey Technician	Sr. Survey Technician	Survey Technician	2 Person Field Crew	Funding Specialist	Sr. Project Accountant	Sr. Project Coordinator	Sr. Graphic Manager	Sr. Graphic Designer	Total Hours	Total MT Cost	Balance Hydrologics	EMI	Kerns & West	LSA	Modjeski & Masters	W-Trans	
	\$451	\$289	\$259	\$214	\$185	\$157	\$129	\$157	\$112	\$337	\$278	\$214	\$150	\$177	\$144	\$128	\$318	\$169	\$170	\$165	\$200	\$177										
1.0	PROJECT MANAGEMENT																															
1.1	Project Management	100	100																30	60			290	\$89,000	6,664		28,000	22,846	18,387	6,885	\$171,782	
1.2	Monthly Meetings	80	80																			160	\$59,200	9,926		15,123	15,000	30,000	-	\$129,249		
	Subtotal Phase 1	180	180	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	60	0	0	450	\$148,200	\$16,590	\$0	\$43,123	\$37,846	\$48,387	\$6,885	\$301,031	
2.0	PUBLIC OUTREACH & ENGAGEMENT																															
2.1	Public Meetings	16	16		40	80																152	\$31,800	-	-	89,000	-	-	8,070	\$128,870		
2.2	Project Updates	20	40		80																	140	\$35,380	-	-	16,139	-	-	-	\$51,519		
2.3	Graphics & Renderings																				80	200	280	\$51,400	-	-	-	-	-	\$51,400		
	Subtotal Phase 2	36	56	0	0	120	80	0	0	0	0	0	0	0	0	0	0	0	0	0	80	200	572	\$118,580	\$0	\$0	\$105,139	\$0	\$0	\$8,070	\$231,789	
3.0	PRELIMINARY ENGINEERING																															
3.1	Data Gathering & Review of Existing Information	4	4	20	40	40																108	\$21,820	8,512	-	-	25,000	15,000	2,160	\$72,492		
3.2	Survey & Base Mapping		8		40	40				4	8	24	24	8	60	40	80			40			376	\$75,516	-	-	-	-	-	-	\$75,516	
3.3	Utility Coordination		8		80	160		80														328	\$54,792	-	-	-	-	-	-	\$54,792		
3.4	Design Hydrology & Hydraulic Report		8	40	40																	88	\$20,072	67,864	-	-	-	-	-	-	\$87,936	
3.5	Geotechnical Report		8	80																		88	\$23,032	-	239,190	-	-	-	-	\$262,222		
3.6	Environmental Studies & Document Preparation		8	24	40	160																232	\$41,048	-	-	-	151,450	-	5,735	\$198,233		
3.7	Bridge Type Selection Report		8	40	100			80														228	\$43,732	-	-	-	-	150,000	-	\$193,732		
3.8	GAD Strip Map	8	8		20	100	160	160	100													556	\$85,660	-	-	-	-	-	-	\$85,660		
	Subtotal Phase 3	12	60	204	20	440	560	160	160	100	4	8	24	24	8	60	40	80	0	0	40	0	0	2004	\$365,672	\$76,376	\$239,190	\$0	\$176,450	\$165,000	\$7,895	\$1,030,583
4.0	65% PS&E																															
4.1	Road Plans	8	16		120	200	200		200													944	\$150,512	-	-	-	-	-	27,040	\$177,552		
4.2	Structure Plans	4	80			240		760														1084	\$188,644	-	-	-	-	900,000	-	\$1,088,644		
4.3	Specifications	4	20	100																		124	\$33,484	-	-	-	-	35,000	-	\$68,484		
4.4	Cost Estimate	4	20		100		180															304	\$57,244	-	-	-	-	60,000	-	\$117,244		
	Subtotal Phase 4	20	136	100	220	440	380	200	760	200	0	0	0	0	0	0	0	0	0	0	0	0	2456	\$429,884	\$0	\$0	\$0	\$0	\$995,000	\$27,040	\$1,451,924	
5.0	95% PS&E																															
5.1	Road Plans	4	8		80	100	160	160	160													672	\$103,416	-	-	-	-	-	12,000	\$115,416		
5.2	Structure Plans	2	40			300		360														702	\$116,082	-	-	-	-	750,000	-	\$866,082		
5.3	Specifications	2	20	80																		102	\$27,402	-	-	-	-	50,000	-	\$77,402		
5.4	Cost Estimate	2	8		120		160															290	\$54,014	-	-	-	-	65,000	-	\$119,014		
5.5	Structures Independent Design Review		16	750																		766	\$198,874	-	-	-	-	-	-	\$198,874		
	Subtotal Phase 5	10	92	830	200	100	620	160	360	160	0	0	0	0	0	0	0	0	0	0	0	0	2532	\$499,788	\$0	\$0	\$0	\$0	\$865,000	\$12,000	\$1,376,788	
6.0	FINAL PS&E																															
6.1	Road Plans	2	8		60	60	100	100	80													410	\$64,714	-	-	-	-	-	8,000	\$72,714		
6.2	Structure Plans	2	30			80		240														352	\$62,052	-	-	-	-	400,000	-	\$462,052		
6.3	Specifications	2	4	40																		46	\$12,418	-	-	-	-	25,000	-	\$37,418		
6.4	Cost Estimate	2	8		60		100															170	\$31,754	-	-	-	-	40,000	-	\$71,754		
	Subtotal Phase 6	8	50	40	120	140	200	100	240	80	0	0	0	0	0	0	0	0	0	0	0	0	978	\$170,938	\$0	\$0	\$0	\$0	\$465,000	\$8,000	\$643,938	
7.0	REGULATORY APPROVALS & PERMITTING																															
7.1	Regulatory Approvals & Permitting	8	20	40			180															248	\$42,968	-	-	-	56,915	-	-	\$99,883		
	Subtotal Phase 7	8	20	40	0	0	0	180	0	0	0	0	0	0	0	0	0	0	0	0	0	0	248	\$42,968	\$0	\$0	\$0	\$56,915	\$0	\$0	\$99,883	
8.0	RIGHT OF WAY																															
8.1	Right of Way	2	4			8																14	\$3,538	-	-	-	-	-	-	\$3,538		
	Subtotal Phase 8	2	4	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	\$3,538	\$0	\$0	\$0	\$0	\$0	\$0	\$3,538	
TOTAL HOURS		276	598	1214	560	1248	1840	800	1520	540	4	8	24	24	8	60	40	80	0	30	100	80	200	9254								
OTHER DIRECT COSTS																								\$70,800	\$344	\$58,407	\$9,990	\$12,345	\$7,115	\$210	\$159,211	
TOTAL COST		\$124,476	\$172,822	\$314,426	\$119,840	\$230,880	\$288,880	\$103,200	\$238,640	\$60,480	\$1,348	\$2,224	\$5,136	\$3,600	\$1,416	\$8,640	\$5,120	\$25,440	\$0	\$5,100	\$16,500	\$16,000	\$35,400		\$1,850,368	\$93,310	\$297,597	\$158,252	\$283,556	\$2,545,502	\$70,100	\$5,298,685
OPTIONAL TASKS																																
9.1	Funding Assistance	4	4															160				80	248	\$44,160	-	-	-	-	-	2,395	\$46,555	
10.1	Construction Support Services				8	16		200	150														374	\$54,022	-	20,000	-	-	150,000	-	\$224,022	
	Subtotal Optional Tasks	4	4	0	8	16	0	200	150	0	0	0	0	0	0	0	0	160	0	0	0	80	622	\$98,182	\$0	\$20,000	\$0	\$0	\$150,000	\$2,395	\$270,577	
TOTAL HOURS - OPTIONAL		4	4	0	8	16	0	200	150	0	0	0	0	0	0	0	0	160	0	0	0	80	622									
Anticipated Salary Increases																								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
OTHER DIRECT COSTS - OPTIONAL																									\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COST - OPTIONAL		\$1,804	\$1,156	\$0	\$1,712	\$2,960	\$0	\$25,800	\$23,550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,040	\$0	\$0	\$0	\$14,160		\$98,182	\$0	\$20,000	\$0	\$0	\$150,000	\$2,395	\$270,577	

Please note that the rates shown are for estimating purposes only.
See rate schedule for actual rates/ranges.

City of Petaluma
Caulfield Bridge Design

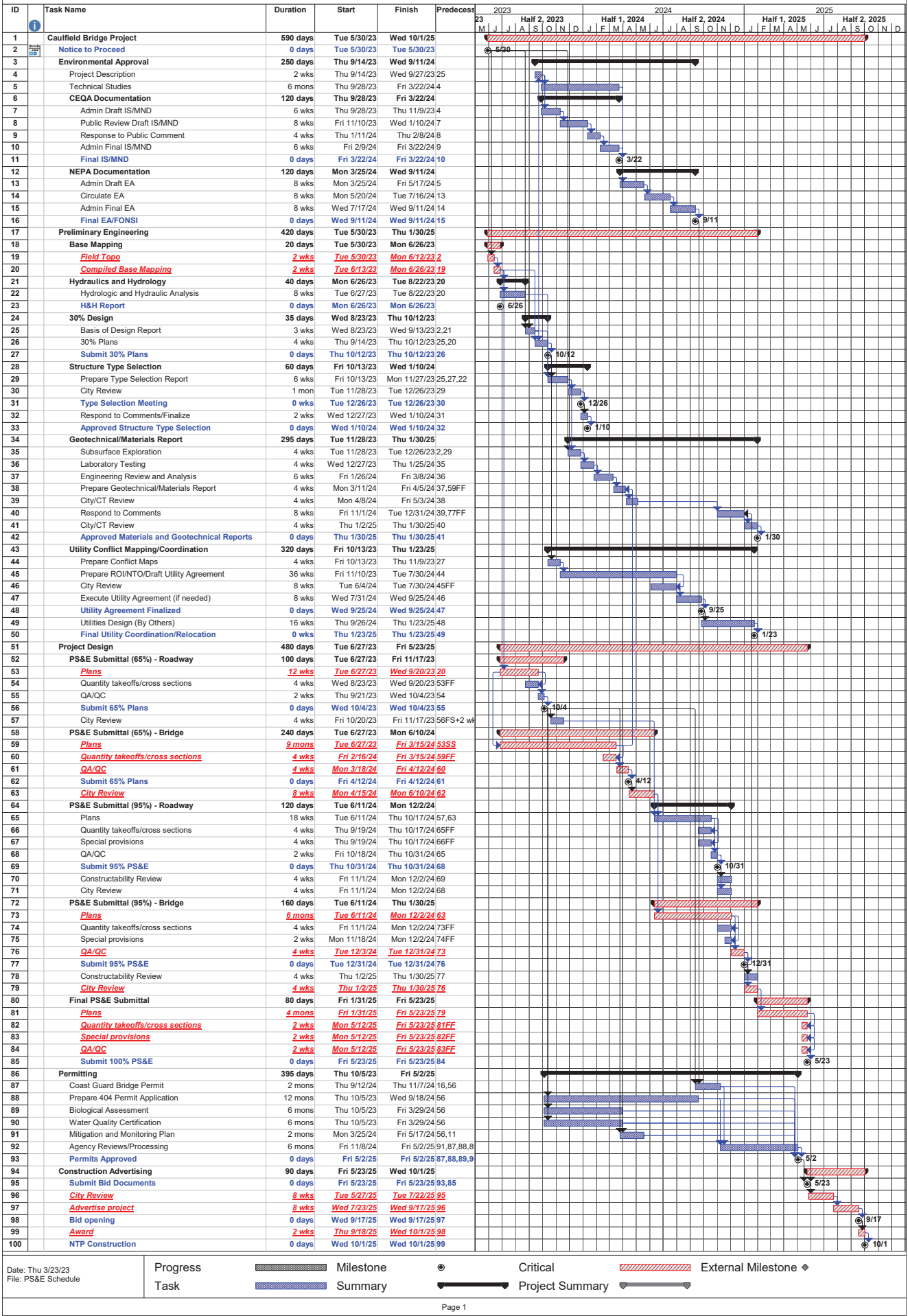


EXHIBIT B

INSURANCE REQUIREMENTS

FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- ☒ Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- ☒ Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- ☒ Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☒ Professional Liability/Errors and Omissions
- ☐ Crime/Employee Blanket Fidelity Bond
- ☐ Property Insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Pollution Liability Insurance
- ☐ Garage Liability
- ☐ Garagekeepers Insurance
- ☐ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- ☐ Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- ☒ Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- ☒ Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- ☒ General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- ☒ Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - ☐ All Risk Property Insurance: Full replacement cost.
 - ☐ Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Garage Liability: \$1,000,000 per occurrence.
 - ☐ Garagekeepers Insurance: \$1,000,000 per occurrence.
 - ☐ Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- ☐ Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. Primary and Non-Contributory: For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.

EXHIBIT C

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO CITY OF PETALUMA LIVING WAGE ORDINANCE PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance (“Ordinance”), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an “Agreement”) between the City of Petaluma (“City”) and/or the Petaluma Community Development Commission (“PCDC”) and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits (“covered entities”).

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.
- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: C16102251

Mark Thomas & Company, Inc.

(Print Name of Covered Entity/Business Capacity)

Date: 3/22/2023

By Zachary Siviglia

(Print Name)

/s/



(Signature)

Its President + CEO

(Title /Capacity of Authorized Signer)

**REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120**

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE": None

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: _____

Regulatory Agency or Court: _____

Subject Matter: _____

Resolution, if any: _____

Expected resolution, if known: _____

PREVAILING WAGE EXHIBIT D

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subconsultants shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the City and shall be made available on request. The Consultant and subconsultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services.
- B. In accordance with Labor Code Section 1775, the Consultant and any subconsultants engaged in performance of the Services shall comply Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Services that the Consultant or any subconsultant pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subconsultant in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of their obligations under the California Labor Code. The

Consultant or subconsultant shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subconsultant worker engaged in performance of the Services is not paid the general prevailing per diem wages by the subconsultant, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The Agreement executed between the Consultant and the subconsultant for the performance of part of the Services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subconsultant by periodic review of the subconsultant's certified payroll records.
 3. Upon becoming aware of a subconsultant's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subconsultant for performance of the Services.
 4. Prior to making final payment to the subconsultant, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subconsultant engaged in performance of the Services, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any Services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776. In addition, Consultant and sub-consultant shall be required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant

and any sub-consultant shall submit certified payroll records to the Department of Industrial Relations Labor Commissioner online:

<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Consultant is responsible for ensuring compliance with this section.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subconsultants engaged in performance of the Services, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subconsultant engaged in performance of the Services to employ on the Services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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