SERVICES AGREEMENT (PROFESSIONAL SERVICES)
Engineering Design and Right of Way Services for Project No. ST14PW04

City Agreement No. _____

City Budget Code: _____

This Services Agreement (Professional Services) for ENGINEERING AND RIGHT OF WAY SERVICES ("**Agreement**") by and between the City of Napa, a California charter city ("**City**"), and MARK THOMAS & COMPANY, Inc., a California corporation ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit "A," and generally including professional engineering and preliminary right-of-way services for the 5-Way Intersection Project, City project number ST14PW04.

B. On April 29, 2025, City issued a Request for Proposals for engineering and right-of-way services. On June 12, 2025, the Consultant submitted a proposal which was determined by the City's selection committee to be the most appropriate for the services requested.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as a professional engineering and right-of-way consultant, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement.

1.2. Standard of Care. In performing the Services, Consultant shall exercise the degree of skill and diligence ordinarily used by reputable professionals within the greater San Francisco Bay Area, practicing at the same or similar point in time and under similar circumstances, who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. The Consultant acknowledges the importance to the client of the Client's project schedule and agrees to put forth reasonable efforts in performing the services under this Agreement with due diligence in a manner consistent with that schedule. The Client understands, however, that the Consultant's performance must be governed by sound professional practices. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay. Neither party will be liable for inadequate performance to the extent caused by a force majeure condition that was beyond the party's reasonable control.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Services. Upon written notice from the City that any of the Services fail to comply with the requirements of this Agreement, Consultant will promptly correct or cure any such Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Services. Consultant's correction or cure of Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed $ 3,264,933.23 without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns David Williams to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and

delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:	Farid Javandel, Senior Traffic Engineer CITY OF NAPA P.O. Box 660 NAPA, CA 94559-0660 fjavandel@cityofnapa.org
TO CONSULTANT:	David Williams, PE Project Manager Mark Thomas & Company, Inc. 2121 N California Boulevard, Suite 260 Walnut Creek, CA 94596 dwilliams@markthomas.com

5. TERM. The term of this Agreement begins on the Effective Date, and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City or Consultant may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to the other party, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, and if notified by the City of deficiencies or potential deficiencies, if Consultant fails to take appropriate corrective actions. If these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner

if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure or if required by law, the Consultant's professional code of ethics, or an order tp provide information or data when such an order is issued by a court order, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or claim. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product. Any reuse by City of incomplete work product for any purpose or final work product for another project or project location shall be at City's sole risk unless written authorization for use is provided by the Consultant.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, and employees) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's or its subconsultants' negligence, recklessness, or willful misconduct in the performance of the Services under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's negligence or willful misconduct. To the extent that Services are "design professional services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Consultant will not perform Services under this Agreement until Consultant has obtained all insurance required under Section 11 and such insurance has been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. The City of Napa is now utilizing an online insurance verification system called PINS Advantage. After being selected for an agreement with the City, Consultant/Contractor will receive an email with instructions to log into the PINS Advantage System. Consultant/Contractor shall upon receiving the email noted above, log into the system and upload Certificates of Insurance and any endorsements required by this Agreement. For questions or issues with setting up your PINS Advantage account, please contact insurancecerts@cityofnapa.org. All requirements provided in this Section must appear either in the body of the insurance policies or as endorsements and must specifically bind the insurance carrier.

11.1. Policies and Limits. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subconsultants:

11.1.1. Commercial General Liability Policy. Consultant must procure and maintain Commercial General Liability Insurance (CGL) at least as broad as CG 00 01 (occurrence form), with minimum limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, personal injury, property damage, products and completed operations, and contractual liability.

11.1.2. Automobile Liability Policy. Consultant must procure and maintain Automobile Liability Insurance at least as broad as ISO Form number CA 0001, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum limits not less than $1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.1.3. Workers' Compensation. Consultant must procure and maintain Workers' Compensation in such amounts as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Services and Employer's Liability with minimum limits of $1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant must file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

11.1.4. Professional Liability. Consultant must procure and maintain Professional Liability

Insurance appropriate to the Consultant's profession covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of the Services and any physical property damage, bodily injury or death resulting therefrom, with limits not less than $2,000,000 combined single limit per occurrence and in the aggregate. The insurance must include a vicarious liability endorsement to indemnify, defend, and hold harmless the City for claims arising out of the Consultant's Services and an extended reporting endorsement, for a period of not less than four years from the date of completion of those Services. The policy inception date or retroactive date must coincide with or precede the Effective Date of this Agreement (including subsequent policies purchased as renewals or replacements).

11.2. Endorsements.

11.2.1. The CGL and automobile liability policies must contain an endorsement naming the City, its officers, elected or appointed officials, employees, volunteers, and agents as covered parties for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.2.2. All policies of insurance provided by Consultant pursuant to this Agreement will be primary and non-contributory to any coverage maintained by the City. Any insurance carried by City will not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its subconsultants, affiliates, officers, directors, employees, subsidiaries, parent company, or agents, if any.

11.2.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured. Additionally, if the CGL insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.3. All Policies.

11.3.1. For all insurance policies required under this Agreement, each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.3.2. Any deductible or self-insured retention will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.3.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11.3.4. The coverage types and limits required pursuant to this Agreement will in no way limit the liability of Consultant.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use

Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

12.4. Subsequent Contracts. Unless otherwise specified in Exhibit "A," Consultant's duties and Services under this Agreement do not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified in Exhibit "A," Consultant's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. Consultant will cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement, if any.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

By: _____
Julie B. Lucido, Public Works Director

CONSULTANT:
MARK THOMAS & CO., a California corporation

By: _____
Sasha Dansky, Executive Vice President

Date: _____
("**Effective Date**")

COUNTERSIGNED:

_____
Erika Leahy, City

APPROVED AS TO FORM:

_____
Christopher Diaz, Interim City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

SCOPE OF SERVICES (REVISED 7/25/2025)

The SR 121/Five-Way Intersection project is a high-priority initiative led by the City of Napa (City) to address longstanding safety, operational, and connectivity challenges at one of the region's most complex intersections. The project located at the intersection of SR 121, Coombsville Road, Third Street, and East Avenue has historically experienced high traffic volumes, confusing traffic movements, and limited accommodations for pedestrians and bicyclists. The project aims to improve traffic flow, reduce collisions, and enhance overall mobility by replacing the current five-way configuration with two adjacent single-lane roundabouts.

The Mark Thomas Team will complete the final design phase involving preparation of Plans, Specifications & Estimate (PS&E), undertake the environmental revalidation and prepare as needed environmental permit applications, undertake public outreach, perform design level surveys and right of way engineering, support the right of way appraisal and acquisition process, undertake utility coordination and work with utility owners with conflicting utilities, and support the effort to secure the necessary agreements with the key stakeholders. The Mark Thomas Team will perform the following major tasks.

TASK 1. PROJECT MANAGEMENT AND COORDINATION

TASK 2. BASE MAPPING, PRELIMINARY ENGINEERING AND TECHNICAL REPORTS

TASK 3. 35% PS&E SUBMITTAL

TASK 4. 65% PS&E SUBMITTAL

TASK 5. 95% PS&E SUBMITTAL

TASK 6. 100% PS&E SUBMITTAL

TASK 7. FINAL PS&E SUBMITTAL

TASK 8. ENVIRONMENTAL REVALIDATION

TASK 9. RIGHT OF WAY ENGINEERING, RIGHT OF WAY ACQUISITIONS, AND UTILITY COORDINATION

TASK 10. PERMIT APPLICATIONS AND OBTAINING PERMITS

TASK 11. PUBLIC OUTREACH

TASK 12. FUNDING SUPPORT

OPTIONAL TASKS

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Task 1.1. Project Management and Administration

Mark Thomas will supervise, coordinate and monitor planning and design for conformance with Caltrans standards and policies, prepare and provide regular updates of the project schedule, and maintain project files. Mark Thomas will manage the consultant team and prepare and submit monthly progress reports and invoices in accordance with City requirements.

It is assumed that project management for the PS&E phase will occur over 30 months from Notice to Proceed (NTP) through to the Ready-to-List (RTL) milestone.

Task 1.2. Meetings and Coordination

Meetings:

The Mark Thomas Project Manager shall coordinate with the City and Caltrans staff on a frequent basis; prepare agendas and records of meetings for monthly Project Development Team meetings (PDT) and focus meetings. Mark Thomas will lead the overall coordination effort with the project team in consultation with and under the direction of the City Project Manager. Mark Thomas will schedule, prepare for, and attend project team meetings with key stakeholders to share project information, make decisions, assign project tasks, and identify items critical to project delivery. Key team members from the Mark Thomas Team 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 there will be:

- Up to twenty-four (24) PDT meetings held in a virtual format
- Up to twelve (12) focused meetings held in a virtual format
- Up to twelve (12) meetings held with City in person

Schedule:

Mark Thomas will develop a Critical Path Method (CPM) milestone schedule and incorporate the activities in an overall schedule for the project. The project schedule should show all the expected sequence of tasks and subtasks and include durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal. Working with the City Project Manager and other project team members, Mark Thomas shall prepare, maintain and use critical action items list to monitor project progress and to implement recovery action plans. The CPM schedule will be updated monthly and discussed during the monthly PDT meetings.

Risk Register:

The Risk Register is a tool to be used to keep key stakeholders informed of risks and what efforts can be utilized to reduce risks and costs. Mark Thomas will use the Risk Register developed for the PA&ED phase as the baseline for the PS&E phase and build upon the risk register, monitor, and discuss during the monthly PDT meetings.

Task 1.3. QA/QC

Mark Thomas will implement established Quality Assurance (QA) Procedures, which includes performing Quality Control (QC) and QA Audits for the project. The QA/QC program is overseen by a companywide Mark Thomas QA Manager, whose role is to implement companywide QC standards, confirm and audit QC procedures on projects, and to verify that all finished products meet the current standard of practice.

Independent QC reviews will be performed at each level of completion by an experienced staff member not directly involved with the project. QC Checklists specific to the discipline involved in creating the deliverable will be used, with comments, responses by the design team, and verification of implementation fully documented.

QA audits will be performed at major milestones at least twice on the project by a QA Auditor, who is not directly involved with the project. The QA Audits will review all records of QC on the project and will provide feedback to the Mark Thomas Project Manager and Principal-in-Charge (PIC). QA Audits review everything from completions of QC reviews to project budget, schedule, incorporation of client and stakeholder comments, and other tasks pertinent to the successful completion of the work on time and within budget.

TASK 1 DELIVERABLES

- Monthly progress reports and invoice packages (PDF)
- Meeting agendas and minutes (PDF)
- CPM Schedule (PDF)
- Risk Register (PDF)

TASK 2. BASE MAPPING, PRELIMINARY ENGINEERING AND TECHNICAL REPORTS

Task 2.1. Data Collection

Mark Thomas will assemble all available data from the PA&ED phase, City of Napa, and Caltrans including as-built plans of roadways and site development, parcel maps, records of survey, Caltrans right of way mapping, etc. Mark Thomas will request electronic files of information where available. Utility mapping and facility collection will be done as part of Utility Coordination in Task 9.

Mark Thomas will obtain encroachment permits from Caltrans and City of Napa for field work that includes supplemental survey, geotechnical exploration, hazardous materials exploration, tree surveys, and utility potholes. It is assumed that no fee encroachment permits will be issued.

If necessary, Mark Thomas will work with City staff to draft/distribute a form letter for rights of entry from private property owners for field surveys and exploration. For the purposes of this scope, it is assumed that rights of entry from private property owners will be obtained by the City and reasonably available.

Task 2.2. Base Mapping

It is assumed existing 3D topographic base mapping prepared in the PA&ED phase will be used in this phase of the project. The 3D topographic bae mapping will be updated with supplemental topographic surveys as outlined in the scope of work below. Supplemental Topographic Surveys will be conducted to facilitate design efforts. It is assumed encroachment permits will allow access of local roads and Caltrans right of way.

Task 2.2.1. Supplemental Topographic Surveys

Mark Thomas will perform field surveying, coordinate traffic control, run additional control to facilitate topographic surveys and conduct supplemental topographic surveys. It is assumed SR 121 surveys will require nighttime closures while all other work will take place during day shift. Surveys will be conducted with methods designed to meet Caltrans accuracy standards for supplemental topographic surveys. The supplemental topographic surveys will provide field notes, processed

files (PNEZD) and adjustment report. It is assumed that the existing control, control report and Caltrans acceptance letter for the control from the PA&ED phase will be provided to the Mark Thomas surveyors to ensure that the supplemental surveys will be on the same basis of coordinates as the existing PA&ED mapping. It is also assumed that the control is easily accessible and readily available. Mark Thomas will blend the supplemental topo into the existing 3D topographic base mapping to provide a single CAD drawing base map. Up to five (5) 8-hour days of supplemental field surveys for a 2-person crew are assumed.

Task 2.2.2. Existing Right of Way Delineation (Landnet)

Mark Thomas will request record mapping and deeds from Caltrans together with publicly available mapping and corner records from the City and County of Napa and previous phases of the project. Mark Thomas will conduct a field survey to search for and tie existing monuments to support delineation of right-of-way impacted by potential acquisitions. It is assumed this will be work during day shifts with approximately three (3) days of traffic control required. Mark Thomas will then resolve Caltrans and local right-of-way lines impacted by potential acquisitions. A Record of Survey is excluded from this scope. If needed, Mark Thomas will provide a separate scope and fee as an optional task to be completed at a later date.

Task 2.3. Preliminary Engineering

As an initial step, Mark Thomas will review the Geometric Approval Documents (GADs) developed in the PA&ED phase and look for opportunities to refine the GADs. Following initial review by the City, the refined GADs will be presented to Caltrans for review. Comments from Caltrans on this initial review will be incorporated and form the basis for the 35% plan submittal.

Task 2.4. Supplemental Design Standard Decision Document (DSDD)

All known design exceptions documented in the PA&ED Phase will be reviewed. As design progresses, additional nonstandard features may be identified based on refined geometrics and/or new design standards per the current version of the Caltrans Highway Design Manual (HDM). If design exceptions are required, Mark Thomas will prepare a supplemental Design Standard Decision Document (DSDD). The supplemental DSDD will be submitted to Caltrans for approval. As it cannot be known at this time whether a supplemental DSDD will be required, Mark Thomas has assumed five (5) HDM design exceptions will need to be documented. It is assumed a supporting Highway Safety Manual (HSM) Analysis is not required

Task 2.5. Technical Reports

Task 2.5.1. Structure Type Selection

Mark Thomas will prepare a Type Selection Report for the retaining walls to assist the City and Caltrans in determining the best suited retaining walls for the project. The report will discuss the advantages and disadvantages of the alternatives and will address geotechnical issues as well as costs and aesthetics. There will be two retaining wall locations assumed for the project. Effort will include attendance at a Type Selection Meeting with Caltrans and updating the report after the Type Selection meeting. The approved retaining wall plans will be included with the 35% Plans and Estimate submittal.

Task 2.5.2. Geotechnical Field Work, Testing, Analysis and Reports

Earth Mechanics, Inc. (EMI) will provide geotechnical engineering design services to support the proposed improvements.

Geotechnical Investigations

Soil Sampling: Caltrans is enforcing the AASHTO recommendation of a soil boring every 100 to 200 feet for the retaining walls. Two borings are proposed for the retaining walls and an additional two borings are proposed for the roadway improvements. EMI will conduct a visual condition survey of existing pavement surface within the project limits. EMI staff will observe and document the type and degree of pavement distress. EMI will drill five pavement cores to obtain information on existing pavement sections. Dynamic Cone Penetrometer (DCP) test will be performed in all these additional core locations to evaluate the in-situ subgrade strength.

Based on this, EMI's geotechnical field investigations plan is presented in the following table.

Design Element	Proposed Number of Borings	Approximate Proposed Depth (feet)
Retaining Wall along Coombsville Road	1	30
Retaining Wall along Ease Avenue and Retaining Wall along Route 121 (North of Roundabout)	1	30
Roadway Improvements	2	20
Pavement Cores	5	20 - 5

Data obtained from some boreholes will be used for multiple design elements. The boreholes will be excavated using a truck-mounted or track-mounted drilling 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.

EMI will prepare a boring location plan and this plan will be used to secure encroachment permits from Caltrans and City of Napa. 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. 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.

Field Soil Infiltration Testing: EMI will perform three infiltration tests for the project. Depth of the infiltration testing will depend on the design invert elevation of the proposed BMP but is assumed to be no more than 10 feet below existing ground. Each infiltration test well will be soaked overnight and infiltration testing will commence the following day. Well infiltration testing will be performed following USBR 7300-89 method.

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, sand equivalent, maximum density and optimum moisture content, and soil corrosion 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 purposes. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration (PGA) based on the Caltrans design criteria.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for retaining walls.

- Assessment of global slope stability and settlement of embankments.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.
- Pavement rehabilitation options

Report Preparation: EMI will prepare the reports listed in the following table.

Design Element	Review Agency	Deliverables
Retaining Walls, Fills and Slopes, BMP	Caltrans	Geotechnical Design Report (GDR)
Pavement Structural Sections	Caltrans	Materials Report (MR)

EMI have the following assumptions:

- Separation Foundation Reports are not needed for the retaining walls.
- Traffic window for drilling within Caltrans right-of-way is 10PM to 5AM every day of the week, and traffic window for drilling within City of Napa right-of-way is 8AM to 5PM.
- 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.
- No encroachment permit fees are assumed. $1,500 is allocated for the County well permit.
- Site-specific traffic control plans are not required; Caltrans standard plans or WATCHBOOK will be used for traffic control plans.
- Boring/core locations will be patched with rapid set concrete with black dye to replace asphalt that is removed by excavations; no hot mix/sawcut repair.
- Falling Weight Deflectometer (FWD) test is not included.
- The Life Cycle Cost Analysis (LCCA) completed during the PA&ED phase will be utilized for the PS&E phase and that a Supplemental LCCA is not required.

Task 2.5.3. Hazardous Materials Field Work, Testing, Analysis and Reports

Crawford & Associates, Inc. (Crawford) will undertake Phase 2 hazardous materials sampling, testing, analysis and report preparation for the project. Potential contaminants of concern for this project appear to consist of aerially deposited lead (ADL) in shallow native soil along the sides of the project alignment, potential petroleum hydrocarbon impact adjacent to the former Beacon station, and potential asbestos in concrete flatwork. The work by Crawford includes:

Soil Sampling

ADL: Crawford will collect soil samples from up to 10 locations along the shoulders of SR 121, Coombsville Road, East Avenue, and 3rd Street. At each sample location a hand auger will be used to advance a shallow boring to allow for sample collection. Discrete soil samples will be collected from about 0-6, 12-18, and 24-30" bgs, for a total of up to 30 soil samples. These samples will be analyzed at a CA ELAP-certified laboratory for total lead by EPA Method 6010. Samples with total lead concentrations ≥50 milligrams/kilogram will be further analyzed for soluble lead (both WET and TCLP methods). For budgeting purposes, we assume nine soil samples will require additional analysis for soluble lead. Three soil samples will be analyzed for pH (EPA Method 9045).

Title 22 Metals: For several recent projects in the Bay area involving State highways, Caltrans has required additional sampling for Title 22 Metals (EPA Methods 6010 and 7471). Up to four soil samples will be analyzed for Title 22 metals. If reported metals concentrations exceed hazardous waste limits the samples will be further analyzed for soluble metals content.

Petroleum Hydrocarbons: Public records indicate there is a "leak potential" at the former Beacon/Texaco service station, and the Tulocay Cemetery Association. Current Google Earth imagery shows the former Beacon/Texaco facility is currently a tire store and does not appear to have fuel dispensers visible. The gasoline leak investigation at the Beacon/Texaco facility was closed in 2013. The cemetery shops appear to be located about 1,000 feet east-southeast of the SR 121/Coombsville Road intersection, well outside the area of proposed construction for this project.

To assess if residual petroleum hydrocarbons from the former Beacon/Texaco facility remain in soil adjacent to SR 121 within the expected depth of excavation, Crawford will advance one soil sample boring will be located at the former Beacon service station, in the planter adjacent to SR 121. This boring will be advanced to about 4.5 feet bgs where one soil sample will be collected (from about 4.5 to 5.0 feet bgs). This sample will be analyzed for Total Purgeable Petroleum Hydrocarbons (gasoline-range organics), and for gasoline constituents benzene, toluene, ethylbenzene, xylenes, and methyl tert butyl ether (MTBE) by EPA Method 8260. This sample will allow us to assess if residual gasoline hydrocarbons remain in the soil within the expected excavation depth range at concentrations with potential to impact the project.

GeoTracker does not identify a release at the Tulocay Cemetery. No soil sampling related to evaluating impact from potential releases at the cemetery facility are proposed.

Asbestos: Crawford will collect three to five samples of concrete flatwork that will be demolished as part of this project. These samples will be analyzed for asbestos by EPA Method 600/R-93/116.

Thermoplastic Traffic Striping Material: We assume that traffic striping on SR 121, Coombsville Road, East Street, and 3rd Street are not the same age, and there is the potential for lead and chromium concentrations in these materials to vary. Crawford will collect up to five samples of the white thermoplastic striping material, and up to three samples of yellow thermoplastic traffic striping material. All striping material will be analyzed at a CA ELAP-certified laboratory for total lead (and the yellow material will also be analyzed for total chromium) by EPA Method 6010. These samples will be analyzed at a CA ELAP-certified laboratory for total lead by EPA Method 6010. Samples with total lead concentrations ≥50 mg/kg lead or chromium will be further analyzed for soluble lead (both WET and TCLP methods). For budgeting purposes, we assume 3 samples will be analyzed for soluble metals concentrations.

We assume all soil samples can be collected within the road shoulders, and that traffic control other than signs and cones will not be required. Brief lanes closure will be needed to collect samples of thermoplastic striping material.

This project anticipates a property take at 801 Silverado Trail (APN 006-147-004). This property is currently occupied by a 1930s-era residential structure, and currently project plans anticipate the removal of this structure. This work is projected to take place at a later date, after project plans have been finalized and the City purchases the property. As an optional service and prior to structure removal Crawford can contract with National Analytical Laboratories, Inc. to have the structure inspected for the presence of asbestos and lead-based paint. The inspection will be performed by CA-certified asbestos consultant and CA-certified lead inspector. Crawford will collect soil samples from the exterior of the structure that will be analyzed for potential asbestos and lead impact that may have resulted from materials being shed from the structure. Costs for this asbestos and lead-based paint inspection will be provided at a future date and are not included in this scope and fee.

<u>Sample Collection Procedure</u>
Soil samples will be collected using a hand auger and hand driven sampling devise. Sample collection tools will be decontaminated between sample locations in a weak detergent solution and rinsed with potable water; decontamination liquids will be disposed of at the site away from drain inlets or other potential wetland areas. Soil samples will be collected in containers supplied by the laboratory. After collection each sample will be assigned a unique identifier, entered on the chain of- custody form, and placed in a cooler for transport to the analytical laboratory.

Concrete samples will be collected using a hand sledge to remove a small piece of the concrete. Concrete samples will be placed in plastic bags with labeling and transported to the laboratory. Sample equipment will be cleaned as above between sample locations. Samples will be handled and transported as described above.

A cold chisel and hand sledge will be used to remove the thermoplastic striping material from the pavement surfaces. Samples will be collected in containers supplied by the laboratory. Sample equipment will be cleaned as above between sample locations. Samples will be handled and transported as described above.

Reporting
Sampling methods and analytical results will be summarized in a Hazardous Materials Report. This report will summarize the sample collection methodology and analytical results and will compare the analytical results to hazardous waste limits. Copies of the laboratory reports will be appended to the hazardous materials report.

Property Acquisition
Current plans appear to call for full or partial property acquisition at ten properties. Crawford will provide support for Hazardous Materials Disclosure documentation required by Caltrans for acquisition of these properties.

Task 2.5.4. Traffic Management Plan

Mark Thomas will prepare a Transportation Management Plan (TMP) for the project. The TMP is a specialized program tailored to prevent and mitigate the impact of a construction project by applying a variety of techniques. The TMP will include techniques and strategies specifically applicable to the project and will be prepared using the Caltrans District 4 standard format and requirements. This scope assumes Caltrans will provide the lane closure charts for SR 121 and that the City will provide input on lane closure charts for City streets.

Task 2.5.5. Storm Water Data Report

Mark Thomas will update the PA&ED-Level Storm Water Data Report with the development of the PS&E, summarizing the project impacts to water quality and recommended BMPs. Mark Thomas will update the BMPs that were considered during the PA&ED Phase based on more detailed design, survey, soil, and groundwater information. Mark Thomas will perform detailed calculations to complete the design and detail usage of the treatment BMPs.

Task 2.5.6. Storm Water Information Handout

Mark Thomas will prepare a Storm Water Information Handout to meet the following objectives: to summarize the water quality information of the project; to summarize the updated requirements per the current Construction General Permit (CGP); to provide general guidelines for contractors to bid on the project; to aid in developing the Storm Water Pollution Prevention Plan; and to highlight information necessary to register with the State Water Resources Control Board via the Stormwater Multi Application Reporting and Tracking System (SMARTS) and file the Notice of Intent at the start of construction.

Task 2.5.7. Drainage Report

Mark Thomas will develop a Drainage Report using the Rational Method to analyze the existing drainage facilities and drainage patterns in the area and to determine the proposed facilities needed to effectively manage roadway runoff and accommodate the proposed improvements. The existing storm drainage system will be mapped from topographic surveys and as-built information provided by the City and Caltrans. Proposed drainage shed areas will be developed from topography, field reviews, and the proposed roadway improvements in the project area. Supplemental mapping (adjacent project mapping, drainage master plans, etc., if available) will be evaluated with available topographic mapping. Tributary areas will be defined, and flow rates calculated for inlets and pipelines. The calculations will define pipe/culvert lengths, sizes, peak flow velocities, and hydraulic grade lines.

It is assumed that upgrades or retrofitting of existing drainage system facilities is not required that includes cross culverts and storm drainage pipes. It is also assumed that a floodplain evaluation and Location Hydraulic Study (LHS) was prepared as part of the PA&ED phase and that revised studies and preparation of a Supplemental LHS is not required.

TASK 2 DELIVERABLES

- Encroachment Permit Applications (PDF)
- Updated Topographic Base Mapping (1"=50' Scale) (ACAD Civil 3D)
- Existing Right of Way Delineation (Land Net) (ACAD Civil 3D)
- Draft/Pre-Final/Final Geometric Approval Drawings (PDF)
- Draft/Pre-Final/Final Supplemental DSDD (PDF)
- Draft/Final Structure Type Selection Report (PDF)
- Draft/Pre-Final/Final Geotechnical Design Report (PDF)
- Draft/Pre-Final/Final Materials Report (PDF)
- Draft/Pre-Final/Final Hazardous Materials Report (PDF)
- Draft/Pre-Final/Final Transportation Management Plan Report (PDF)
- Draft/Pre-Final/Final Storm Water Data Report (PDF)
- Draft/Pre-Final/Final Storm Water Information Handout (PDF)
- Draft/Pre-Final/Final Drainage Report (PDF)
- Responses to Deliverable Comments (PDF)

TASK 3. 35% PS&E SUBMITTAL

Task 3.1. 35% Plans and Estimates

The Mark Thomas Team will advance the approved GADs and structure plans from the approved Type Selection process into a 35% plan and estimate submittal. Plans will be prepared per the Caltrans Plan Preparation Manual. The design will be developed using the 2024 Caltrans Standard Plans and Specifications. It is assumed draft Standard Special Provisions (SSP's) are not required for the 35% PS&E submittal, just plans and estimate.

Description	Scale	Estimate Sheet Count
Title Sheet	N/A	1
Typical Cross Sections	N/A	1
Key Map and Line Index	N/A	1
Layouts	1"=50'	2
Drainage Plans	1"=50'	2
Utility Plans	1"=50'	2
Stage Construction Plans (3 Stages)	1"=200'	3
Subtotal Estimated Highway Plan Sheets		**12**
Structure Plans		
Retaining Wall General Plans	Varies	2
Subtotal Estimated Structure Plan Sheets		**2**
Total Estimated Plan Sheets		**14**

Task 3.1.1. 35% Highway Plans and Estimate

Mark Thomas will incorporate the revised GADs, preliminary structure plans from the Type Selection Report, Preliminary Utility Relocation Map, and Preliminary Stage Construction / Traffic Handling Plans into a single set of 35% level engineering drawings. The plans will also include plan views of anticipated drainage facilities, updated pavement designs into the typical sections, and will show updated right of way requirements. Based on the 35% plans, an Engineer's Estimate in Caltrans Basic Engineering Estimate System (BEES) format will be prepared.

Task 3.1.2. 35% Electrical Plans and Estimate

BEN|EN will use the VISUAL software to prepare the photometrics analysis and layout the lighting. BEN|EN will utilize the photometric study to develop preliminary cost estimates for the lighting and will provide ballpark costs for electrical components.

Task 3.1.3. Landscape Concept Plan

As part of the 35% submittal, Mark Thomas's landscape architecture division (LAUD) will identify key aesthetic features, tree removals and replacements, and green infrastructure opportunities and explore options with the City in refining these options to support design features.

In starting this task, we will review relevant background information, supporting planning studies, visual assessment, draft EIR and site visit materials to develop opportunities for placemaking and aesthetic context. Through this effort, we will coordinate with the drainage team on appropriate strategies that may be required to meet any stormwater treatment requirements. This task will include preparation of up to two (2) alternative landscape concepts with aesthetic treatment options for hardscape, retaining walls, and landscaping. The landscape concept plan will include one illustrative section, a concept narrative statement, and illustrative plant palette per alternative and aesthetic inspiration photos to assist in developing placemaking, landscaping, and green infrastructure opportunities.

The landscape concept plan will show tree placement and ground plane massings on two (2) 72 x 36 sheets (1 sheet for each alternative). The landscape concept plan will be color-rendered and will include a recommended plant and hardscape treatment palette and will be submitted as a draft (electronically) for review by the City and Caltrans. Comments will be incorporated and the final plan will populate the boards to augment any public workshops and/or presentations required. Nonstandard features will be identified and LAUD will provide documentation necessary to include these features in the Supplemental DSDD. As part of this task, we will also document cost elements with a Preliminary Cost Estimate for each alternative. LAUD will also contribute cost information data to other sections to support costs associated with placemaking opportunities.

TASK 3 DELIVERABLES

- 35% Plans (11x17 PDF)
- 35% Engineers Estimate (PDF)
- Photometric Lighting Analysis (PDF)
- Landscape Concept Plan Package (PDF and JPEG)

TASK 4. 65% PS&E SUBMITTAL

Task 4.1. 65% PS&E

The Mark Thomas Team will prepare the 65% PS&E that will include highway, signal and lighting, planting and irrigation and structures design. Draft unedited SSP's, a listing of proposed Nonstandard Special Provisions (NSSP's), and an updated Engineers Estimate will be prepared. It is anticipated that the following sheets will be prepared:

Description	Scale	Estimate Sheet Count
Title Sheet	N/A	1
Typical Cross Sections	N/A	1
Key Map and Line Index	N/A	1
Project Control	N/A	1
Layouts	1"=50'	2
Construction Details	Varies	10
Contour Grading	1"=50'	2
Drainage Plans	1"=50'	2
Drainage Profiles	1"=50' (H); 1"=5' (V)	2
Drainage Details	Varies	1
Drainage Quantities	N/A	1
Utility Plans and Details	1"=50'	2
Construction Area Signs	1"=200'	1
Motorist Information / Detour Plan	1"=500'	2
Stage Construction Plans (3 Stages)	1"=200'	3
Traffic Handling Plans	1"=50'	6
Traffic Handling Quantities	N/A	1
Water Pollution Control Plans	1"=50'	2
Water Pollution Control Quantities	N/A	1
Pavement Delineation Plans	1"=50'	2
Pavement Delineation Details	N/A	1
Pavement Delineation Quantities	N/A	1
Sign Plan	1"=50'	2
Sign Details	N/A	1
Sign Quantities	N/A	1
Summary of Quantities	N/A	2
Subtotal Estimated Highway Plan Sheets		**52**
Plant List and Specifications	N/A	1
Planting Plans and Details	1"=20'	6
Planting Quantities	N/A	1
Landscape Layout (Aesthetic) Details	Varies	3
Irrigation Schedule and Specifications	N/A	1
Irrigation Plans and Details	1"=20'	9
Irrigation Quantities	N/A	2
Subtotal Estimated Irrigation, Planting and Erosion Control Plan Sheets		**23**
Electrical Notes and Legend	N/A	1
Permanent Lighting Plans	1"=50'	2
Electrical Service Plan for Irrigation	1"=50'	1
Traffic Signal Removal Plan	1"=20'	1
Electrical Details	N/A	1
Electrical Quantities	N/A	1

Description	Scale	Estimate Sheet Count
Temporary Lighting Plans for Construction	1"=50'	2
Temporary Traffic Signal Plans for Construction	1"=20'	2
Subtotal Estimated Electrical Plan Sheets		**11**
Structure Plans		
Retaining Wall General Plans	Varies	2
Retaining Wall General Notes	Varies	2
Retaining Wall Details	Varies	5
Retaining Wall Log of Test Borings	Varies	2
Subtotal Estimated Structure Plan Sheets		**11**
Total Estimated Plan Sheets		**97**

Task 4.1.1. 65% Highway PS&E

Highway and local street design plans including typical cross sections, layouts, profile, superelevation and grading plans will be developed. It is assumed profile and superelevation plans will not be prepared and that construction details will be required for pavement elevation layout conforms and vertical control.

Drainage Plans:
Culverts, ditches, inlets, and other drainage features will be shown on the drainage plans. Drainage systems will be numbered with letters assigned to individual drainage items. Drainage profiles will be on separate sheets, followed by drainage details and drainage quantities.

Water Pollution Control Plans
Plans will include details on temporary Best Management Practices (BMPs) project limits will be prepared. Water pollution control plans will be prepared in conformance with current Caltrans requirements.

Utility Plans:
Utility plans will be prepared which depict mapped utility facilities at the time of the start of construction. Utility facilities to be relocated by the contractor will be shown, while facilities to be relocated by others will be shown. Utility plans will also include pothole locations. Any utility facilities that will be relocated prior to construction will be shown as an existing condition.

Traffic Handling/Stage Construction Plans:
Stage Construction, traffic handling, construction area signs and motorist information plans will be prepared for the construction approach for the project. This scope assumes a total of three main stages. These plans will include details on temporary traffic control devices, temporary striping and signage, and assumes that existing pavement grades will be maintained in conform locations.

Pavement Delineation and Sign Plans:
These plans will provide details on pavement delineation, pavement markings and roadside signs.

Task 4.1.2. 65% Electrical PS&E

This scope assumes the bulk of the electrical design will start at the 65% level. The electrical design by BEN|EN will include:

- Permanent streetlights for roundabouts
- Permanent electric service system for irrigation controllers and booster pump
- Permanent traffic signal removal
- Temporary streetlights at intersections during construction stages

- Temporary traffic signals at the Silverado Trail (SR 121)/3rd Street-East Ave intersection during construction stages

It is assumed all streetlights will be Caltrans standard and no decorative streetlights will be used for this project. BEN|EN will provide technical data such as electrical loading and voltage to the City of Napa for electrical service applications prepared and submitted by the City of Napa.

Task 4.1.3. 65% Planting and Irrigation PS&E

Mark Thomas will prepare 65% level planting, irrigation and erosion control PS&E.

Irrigation:
Irrigation plans will identify points of connection to the water meters, backflow preventers, irrigation controllers, mainlines, valves, laterals, and irrigation heads, and other master overall system elements. Comments received on the Landscape Concept Plan Package will be considered and addressed in the 65% PS&E and responded to in the comment response matrix. Draft SSP's will be provided for planting and irrigation elements.

Planting:
Planting and irrigation details and specifications will be provided. Permanent non-irrigated hydroseed/revegetation seed mixes will be included. The mitigation planting plans for the project will be included in the overall planting plans.

Erosion Control Plans:
It is assumed that since the project is in an urbanized area, erosion control would likely be limited to temporary water pollution control (WPC) measures. The impacted areas would be treated with permanent plantings immediately after grading activities (all part of planting plan and therefore no separate erosion control plans).

Task 4.1.4. 65% Structures PS&E

Mark Thomas will incorporate comments from the 35% submittal and provide comment responses for the 65% submittal. Mark Thomas will further develop the retaining wall plans to the 65% level, provide design calculations for the wall design and update the structure construction cost estimate.

TASK 4 DELIVERABLES

- 65% Plans (11x17 PDF)
- 65% Engineers Estimate in BEES Format (PDF)
- 65% Draft Standard Special Provisions (SSP's) (Unedited) and Listing of Proposed Nonstandard Special Provisions (NSSP's) (MS Word and PDF)
- Response to 35% PS&E Comments (PDF)

TASK 5. 95% PS&E SUBMITTAL

Task 5.1. 95% PS&E

Task 5.1.1. 95% Highway PS&E

Mark Thomas Team will review comments on the 65% Highway PS&E and incorporate the comments into the 95% PS&E submittal. Quality Control reviews will be performed.

Task 5.1.2. 95% Electrical PS&E
BEN|EN will respond to the comments on 65% submittal and incorporate the resolved comments into the 95% PS&E.

Task 5.1.3. 95% Planting and Irrigation PS&E
Based on comments received from the 65% PS&E documents, Mark Thomas will refine the 65% PS&E documents and further develop the plans and details in preparing 95% PS&E planting and irrigation plans, specifications and estimate of probable costs. Assumes no significant change and/or redirection in the design.

Task 5.1.4. 95% Structures PS&E
Mark Thomas will incorporate comments from the 65% submittal and provide comment responses for the 95% submittal. Mark Thomas will perform an independent check calculation for the retaining walls and plans review in conformance with Caltrans design procedures. A retaining wall plan set will be marked up by the wall checker and provided to the wall designer. Upon completion of the design check, discrepancies between the designer and checker will be reconciled and plans updated to the 95% level including preparation of updated quantities, estimate, and SSPs/NSSPs.

Task 5.2. Constructability Review
Mark Thomas will perform an internal constructability review satisfying Caltrans requirements. The review will be performed by construction management staff who are independent of the project design team. Constructability Review comments provided by Caltrans will also be addressed. Comments will be documented and resolved as part of the 100% submittal.

Task 5.3. Agreements
The project will require amendments to existing maintenance agreements and/or new maintenance agreements. It is assumed that Caltrans will develop the draft agreements that will utilize the exhibits prepared by Mark Thomas.

TASK 5 DELIVERABLES
- 95% Plans (11x17 PDF)
- 95% Engineer's Estimate in BEES Format (PDF)
- 95% Standard and Nonstandard Special Provisions (MS Word and PDF)
- Structure Independent Check Calculations (PDF)
- Constructability Review (PDF)
- Draft Freeway Maintenance Agreement Amendment Exhibit
- Response to 65% PS&E Comments (PDF)

TASK 6. 100% PS&E SUBMITTAL

Task 6.1. 100% PS&E

Task 6.1.1. 100% Highway PS&E
Mark Thomas will review comments on the 95% Highway PS&E and incorporate the comments into the 100% PS&E submittal. Quality Control reviews will be performed.

Task 6.1.2. 100% Electrical PS&E

BEN|EN will respond to the comments on 95% submittal and incorporate the resolved comments into the 100% PS&E.

Task 6.1.3. 100% Planting and Irrigation PS&E

Based on comments received from the 95% PS&E documents, Mark Thomas will refine the 95% PS&E documents and further develop the plans and details in preparing 100% PS&E planting and irrigation plans, specifications, and estimate of probable costs. Mark Thomas will review and respond to landscape and irrigation comments received in the provided comment response matrix. Assumes no significant change and/or redirection in the design.

Task 6.1.4. 100% Structures PS&E

Mark Thomas will incorporate comments from the 95% submittal and provide comment responses for the 100% submittal. This submittal will include plan set drawings, construction cost estimate, SSP's/NSSP's, and stamped retaining wall calculations (design & check),

TASK 6 DELIVERABLES

- 100% Plans (PDF and 11x17)
- 100% Engineer's Estimate in BEES Format (PDF)
- 100% Standard and Nonstandard Special Provisions (MS Word and PDF)
- Responses to 95% PS&E Comments (PDF)

TASK 7. FINAL DESIGN

Task 7.1. Final PS&E

Task 7.1.1. Final Highway PS&E

Mark Thomas will review comments on the 100% Highway PS&E and incorporate the comments into the Final PS&E submittal. Quality Control reviews will be performed. It is assumed that Caltrans will Advertise, Award and Administer (AAA) the project so there will be coordination with the Caltrans Headquarters Structure Office Engineer (SOE) for review, approval and acceptance of the final structures PS&E. As Caltrans will AAA the project, there will be coordination with the Caltrans Office Engineer (OE) for review, approval and acceptance of the final PS&E. It is assumed Caltrans will prepare the front end "boiler plate" special provisions for the bid package.

Task 7.1.2. Final Electrical PS&E

BEN|EN will respond to the comments on 100% submittal and incorporate the resolved comments into the final PS&E. As Caltrans will AAA the project, there will be coordination with the Caltrans Office Engineer (OE) for review, approval and acceptance of the final PS&E.

Task 7.1.3. Final Planting and Irrigation PS&E

Based on comments received from the 100% PS&E documents, Mark Thomas will prepare final planting plans, specifications, and estimate of probable costs and will prepare final irrigation plans, specifications, and estimate of probable costs. Mark Thomas will review and respond to one set of consolidated and non-conflicting actionable landscape and irrigation comments received in the provided comment response matrix. Assumes no significant change and/or redirection in the design. As Caltrans will AAA the project, there will be coordination with the Caltrans Office Engineer (OE) for review, approval and acceptance of the final PS&E.

Task 7.1.4. Final Structures PS&E

Any outstanding comments will be addressed. Plans, SSP's/NSSP's, and cost estimates will be finalized. Any outstanding items will be submitted to Caltrans for PS&E approval. As Caltrans will AAA the project, there will be coordination with the Caltrans Headquarters Structure Office Engineer (SOE) for review, approval and acceptance of the final structures PS&E.

Task 7.2. Final PS&E Supporting Documentation

Mark Thomas will prepare the following supporting documentation for the Ready-To-List (RTL) milestone.

Informational Handout and Cover Memorandum

Mark Thomas will update the Informational Handout, Cover Memorandum, and Cover Memorandum Attachment A in accordance with Caltrans' RTL Guide, latest edition. Mark Thomas will place this information along with the permit(s) mitigation requirements in an appendix to the Special Provisions.

Cost Estimate Certification

Mark Thomas will prepare the Cost Estimate Certification as required by the Caltrans RTL Guide. This scope assumes two (2) rounds of Caltrans review.

Supplemental Work / Agency Furnished Materials Justification

Mark Thomas will prepare memoranda justifying the Supplemental Work and Agency Furnished Materials costs for the project. This scope assumes two (2) rounds of Caltrans review.

Ready to List Package

Mark Thomas will prepare the Ready to List Certification Form and compile the required documents.

Public Interest Finding

Mark Thomas will prepare a Public Interest Finding (PIF), if needed. The PIF will be included in the RTL package.

Cal OSHA Tunnel Classification (Gassy / Non-Gassy)

Mark Thomas will submit plans to Cal OHSA to obtain the tunneling classification for the project. The determination will be included with the RTL package.

Resident Engineers File

Mark Thomas will prepare and compile the Resident Engineers (RE) File prior to RTL. The RE File will include critical project information including quantity calculation back-up, environmental commitments, environmental documentation, environmental permits, project correspondence, and design notes to the RE. The RE File will follow Caltrans RTL guidelines for format and information.

Survey File

The Survey File will include pertinent information needed to establish project control. Caltrans Project Development Procedures Manual, latest edition will be used as a guideline.

Task 7.3. Slope Stake Notes

Slope stake notes will be prepared for the proposed improvements and will comply with the Caltrans Construction Manual.

Task 7.4. Design Cross Sections

Design cross sections will be developed at 1" = 10 foot scale and will be placed on a grid showing the existing ground, subgrade and finished surface. The conform elevation will be plotted on the cross sections. Cross sections will be created at 50-foot intervals in tangent sections and at 25-foot intervals in curved sections. Design cross sections will be prepared concurrent with Final Approved PS&E package and are prepared for quantity verification and are not part of the contract bid package.

TASK 7 DELIVERABLES

- Final Plans (11x17 PDF)
- Final Engineer's Estimate (PDF)
- Final Standard and Nonstandard Special Provisions (MS Word and PDF)
- Cost Estimate Certification (PDF)
- Supplemental Work / State Furnished Materials Justification (PDF)
- Ready to List Package (PDF)
- Public Interest Finding (PDF)
- Cal OSHA Tunnel Classification Package (PDF)
- RE Pending File (PDF)
- Survey File (PDF)
- Slope Stake Notes (PDF)
- Design Cross Sections (PDF)
- Responses to 100% PS&E and Final PS&E Comments (PDF)

TASK 8. ENVIRONMENTAL REVALIDATION

Task 8.1. Environmental Revalidation

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental approval will be completed as part of the PA&ED phase. Mark Thomas will lead the preparation of the environmental revalidation documents required for the PS&E phase. It is assumed an Environmental Impact Report (EIR) prepared in accordance with CEQA and an Environmental Assessment (EA) with a Finding of No Significant Impact (FONSI) prepared in accordance with NEPA is the required environmental documents approved as part of the PA&ED phase.

Following the approval of a FONSI, 23 CFR 771.129(c) provides that Caltrans must ensure that the original environmental document/determination is still valid prior to requesting any major approvals from FHWA (e.g. right-of-way acquisition, final design etc.). The purpose of this consultation is to establish whether or not the FONSI remains valid for the requested Administration action. To document re-validation of a FONSI, a NEPA/CEQA Re-validation form has been developed by FHWA and Caltrans.

Given the short duration of time anticipated between completion of the project EIR/EA and subsequent PS&E work, we anticipate that once a preferred alternative is selected, there will be no notable changes to the project which would trigger additional CEQA or NEPA analysis. Therefore, we propose to complete the Revalidation checklist provided by Caltrans, with an anticipated determination that the EIR/EA remains valid. A brief summary/project description will be included with the Revalidation checklist to support this determination. Draft (1) and final (1) versions will be provided electronically.

TASK 8 DELIVERABLES

- Completed Caltrans Revalidation Form (PDF)
- Re-Evaluation Document (PDF)

TASK 9. RIGHT OF WAY ENGINEERING, RIGHT OF WAY ACQUISITION, UTILITY AGREEMENTS AND COORDINATION

This scope assumes right of way engineering, right of way appraisals and acquisitions and utility coordination will be performed by the Mark Thomas team.

Task 9.1. Boundary Resolution

Mark Thomas will collect record mapping from Caltrans, County and the City. It is assumed up to ten (10) Preliminary Title Reports (PTRs) will be collected by the project team with vesting deeds and exceptions provided before this task can complete. Mark Thomas will conduct a field survey to search for and tie monuments to support delineation of property lines impacted by potential acquisitions. It assumed this will be work during day shift with approximately three (3) days of traffic control required.

Mark Thomas will then resolve property lines and easements identified by the PTRs which are impacted by potential acquisitions. These lines along with highway right of way delineation will be shown in a Land Net Base Map and shown on up to four (4) sheets at 50 scale. Land Net Base Map will be submitted to Caltrans LPO for review and approval.

Task 9.2. Right of Way Exhibit

Mark Thomas will prepare a right of way exhibit showing existing conditions including, existing right of way, proposed right of way, existing easements/encumbrances as revealed by the PTRs, and the jurisdiction limits (City, County and State). This exhibit will act as a "living document" to be updated periodically and for the purpose of discussion with stakeholders, agencies and others involved with the project.

Task 9.3. Appraisal Maps

Based upon proposed acquisitions determined in design, Mark Thomas will submit the appraisal maps for review and approval through Caltrans Local Project Oversight (LPO) process. It is anticipated that the appraisal maps will match the Hard Copy map such that there will be four (4) sheets at 50 scale.

Task 9.4. Plat and Legal Descriptions

In order to successfully complete the Project's proposed improvements, it may be necessary for property rights to be acquired from up to 10 properties per the following table. Due to continuity of use and ownership, it is assumed that several of these parcels can be appraised and acquired together, resulting in a total of 8 required acquisitions.

APN	Owner	Address
006-147-005	ROSSI, CHARLES P TRUST	802 JUAREZ STREET
006-147-004	ROSSI, CHARLES P TRUST	801 SILVERADO TRAIL
006-147-003	RICE, MARGARET	820 JUAREZ STREET
006-147-008	GARCIA, JOSE & SONIA TRUST	891 SILVERADO TRAIL
006-151-010	KISER, LANCE C	800 SILVERADO TRAIL
006-148-012	BROWN, RAY D JR. & E LYNN TRUST	325, 333, 341, 343 3RD STREET
006-148-010	AOK LLC	713 SILVERADO TRAIL

006-211-010	ZEICHNER, DANEIL MATHEW LOCKMAN, ELIZABETH	36 COOMBSVILLE ROAD
006-152-001	MCNERNE Y-SMIICH, SUE W TRUST C/O NAPA MARBEL & GRANITE WORKS	9 COOMBSVILLE ROAD
006-152-002	MCNERNE Y-SMIICH, SUE W TRUST C/O NAPA MARBEL & GRANITE WORKS	1010 EAST AVENUE

Once Appraisal maps are complete, Mark Thomas will prepare up to 8 descriptions from up to 8 property owners per Caltrans LPO process for acquisition of property rights to the City. In addition, Mark Thomas will provide a plat to accompany each legal description.

Task 9.5. Right of Way Appraisals and Acquisitions

Mark Thomas will coordinate with Monument to provide support to the City for the right of way appraisals and acquisitions. The following tasks are anticipated.

Property Impact Exhibits

Mark Thomas will prepare updated exhibits showing potential impacts to properties due to the proposed refined improvements. The exhibits will aid in the development of appraisals by Monument.

Right of Way "Show Me" Stakes

Should the City request "show me" staking to facilitate negotiation with property owners or lessees, Mark Thomas will mobilize crews to set lathe or paint in the field to show approximate limits of acquisitions. This effort is limited to approximately three (3) mobilizations and three (3) days of field time for a 2 person crew in the hours estimate.

Right of Way Appraisals

Appraisal Preparation: In order to successfully complete the Project's proposed improvements, it may be necessary for property rights to be acquired from up to 8 property owners. All appraisals and appraisal reviews used by Monument for the acquisition of real property will be prepared in accordance with 49 CFR Part 24 and the Uniform Standards of Professional Appraisal Practice (USPAP). A single self-contained appraisal report will be prepared for each property acquisition that will contain relevant project-related data, subject property information, market comparables, and an analysis of the appraiser's value conclusions.

During the appraisal process, Monument will be responsible for the following tasks:

- Prepare appraisal scope, fees, and timing on a property-by-property basis.
- Issue appraisal notices to property owners. Conduct field reviews of property issues with appraisers.
- Make weekly contact with appraisers to update progress.
- Review appraisals for quality; request changes/additions as necessary or based on preliminary communication with the City. Complete memo indicating appraisal received and forwarding for review.

Appraisals will be prepared in accordance with USPAP requirements, and, at a minimum, contain the following requirements:

- Adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property).
- Items identified as personal property.
- Statement of the known and observed encumbrances, if any, location, zoning, present use, an analysis of highest and best use, and at least a five-year sales history of the property.
- All relevant and reliable approaches to value consistent with established federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there is to be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.

- A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source, and method of financing, and verification by a party involved in the transaction.
- Statement of the value of the real property to be acquired and, for a partial acquisition, a statement of value of the damages and benefits, if any, to the remaining real property where appropriate.
- The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

Appraisal Reviews: Review appraisals will be provided for each appraisal, in accordance with State and Federal law and the City policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
  - Subject of the appraisal review assignment.
  - Effective date of the review.
  - Property and ownership interest appraised (if any) in the work under review.
  - Date of the work under review and the effective date of the opinion or conclusion in the work under review
  - Appraiser(s) who completed the work under review, unless the identity was withheld.
- Identify the scope of work to be performed.
- Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment.
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Review appraisals will be forwarded to the City for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.

<u>Right of Way Acquisition and Negotiation</u>

Monument will provide all acquisition services required for the City to purchase the right-of-way required from up to 8 property owners to construct the Project. All tasks will be performed in accordance with applicable Federal, State and local regulations, and the City's internal policies and procedures. Specifically, Monument will:

- Provide all acquisition services in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with all applicable Federal, State, and local regulations.
- Coordinate and manage the acquisition process with the City, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the City's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- As may be required, secure Permit to Enter (PTE) or Right of Entry (ROE) Agreements, licenses or permits from property owners for purposes of performing hazardous waste, archeological and/or other inspections.

- Monument's acquisition agent will meet personally with each property owner to present the City's purchase offer, explain the project design requirement, and inform him or her of the City's right-of-way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss the valuation of the property interests, gather information for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the City's specifications.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the City for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the City for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Escrow Coordination – Coordinate opening of escrows, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the City, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the City.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the City. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the City in recommending solutions to achieve acceptance of the offer.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the City.
- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the City for review and acceptance.
- Upon completion of the acquisition process for each property or property interest, or at project completion, Monument will provide the City with the original acquisition file as well as electronic copy of files for future audit purposes.

Condemnation Support

For the purposes of this scope of work, Fennemore will provide condemnation support for time and materials up to an assumed initial amount up to $50,000. Fennemore will provide support to the City and legal counsel, including responding to requests; providing documentation such as acquisition files, diary notes, correspondence and offer documents; and preparing appraiser declarations. Budget does not include serving as an expert witness at depositions or trials. Costs beyond the initial $50,000 would be considered out of scope and require a contract amendment.

Condemnation support by Mark Thomas and Monument would be considered out of scope work and require a contract amendment.

Task 9.6. Utility Coordination

Mark Thomas will coordinate with Verano Technical Services (VTS) to provide utility coordination for the project. Utility coordination services will be conducted in general conformance with Caltrans Local Assistance and Utility Relocation Manuals.

Utility "A" Letters: VTS will send "A Letters" to utility companies with facilities in the project area project, requesting updated copies of their existing facility maps. VTS will update the existing utility mapping prepared in the PA&ED phase to reflect updated mapping provided by the utility owners.

Utility Locating: Based on the 35% plans, Mark Thomas and VTS will coordinate with a utility potholing company to positively locate underground utilities. Mark Thomas has assumed approximately twenty (20) potholes at a not to exceed cost of $75,000 will be required to positively locate existing high and low risk utilities. The utility base mapping will be updated to reflect the positive utility locations.

Utility "B" Letters: Using the 65% plan package, Mark Thomas will prepare conflict mapping ("B" plans) and "B" Letters. The conflict mapping will be sent to each utility owner showing their facilities and anticipated conflicts.

Reports of Investigation: Based on the approved relocation plan from each owner and the agreed liability split, VTS will prepare Report of Investigations as required by the Caltrans Right of Way Manual. It is the burden of the utility owner to provide claims for relocation costs. To facilitate the determination of costs, VTS will work closely with the affected utility owners to develop relocation plans that will clear the project. Based on the existing rights of installation of each owner (easement, lease, permit, prior right), VTS will prepare recommendations for liability split. In the event of disagreement on the liability split with the owner, these recommendations will be used for discussion with the utility owner, City and Caltrans. This scope assumes up to five (5) virtual meetings with the affected utility owners.

Utility "C" Letters: When the relocation plans are received, VTS will check the relocation design against the latest project plans for conflicts. VTS will then send a copy of the Final Plans ("C" Letters) along with a Notice to Owner (NTO) directing the utility company to initiate relocation construction. It is assumed that these designs will be provided by the private utility company.

Utility Agreements: VTS will work with the City and Caltrans to finalize all utility agreements and certifications. Once completed, Utility Certification packages will be sent to the City and Caltrans for approval and included in the Right of Way Certification package.

Mark Thomas assumes any requirement for preparation of a utility Encroachment Policy Exception Request (EPER) that documents existing utilities proposed to remain within Caltrans right of way that do not meet Caltrans' encroachment policy was reviewed and approved as part of the PA&ED phase.

Task 9.7. Right of Way Certification

Hazardous Materials Disclosure Document

Based on the site investigations undertaken in Task 2, The Mark Thomas Team will prepare the Hazardous Materials Disclosure Document (HMDD) and Certificate of Sufficiency (COS) for attachment to the right of way certification.

Right of Way Certification Support

The Mark Thomas team will assist the City in the preparation and submission of all required Caltrans Right-of-Way Certification forms and supporting documents. The Mark Thomas team will coordinate with Caltrans staff to address any questions or concerns and will assist the City to ensure ultimate acceptance and approval of the Certification. Specifically, our team will:

- Draft, review and revise Right-of-Way Certification forms.
- Compile and submit all supporting property acquisition documents.
- If necessary, coordinate with relevant parties to compile and submit utility coordination back-up documents.
- Coordinate with Caltrans staff to facilitate timely review and approval of Certification.
- Hold up to three (3) meetings with project team to monitor certification progress and schedule.

TASK 9 DELIVERABLES

- Boundary Resolution (Land Net) (ACAD Civil 3D)
- Right of Way Exhibit (PDF)
- Draft/Final Appraisal Maps (PDF)
- Draft/Final Plat and Legal Descriptions (PDF)
- Property Impact Exhibits (PDF)
- Right of Way Show-Me Stakes
- Utility "A" Letters (PDF)
- Updated Utility Base Mapping (ACAD Civil 3D)
- Pothole Report (PDF)
- Utility "B" Letters / Conflict Mapping (PDF)
- Report of Investigations (PDF)
- Utility Agreements (PDF)
- Utility "C" Letters / Notice to Owners (PDF)
- Appraisal Reports (PDF)
- Appraisal Reviews (PDF)
- Executed Agreements and Deeds/Easements for Right of Way (PDF)
- Hazardous Materials Disclosure Document (PDF)
- Certificate of Sufficiency (PDF)
- Right of Way Certification (MS Word and PDF)

TASK 10. PERMIT APPLICATIONS AND OBTAINING PERMITS

Task 10.1. Environmental Permitting and Trees Surveys

Mark Thomas will coordinate with H.T. Harvey & Associates (HTH) to support the City to secure all necessary environmental permits. Based on the project location and the studies completed as part of the PA&ED phase, it's anticipated that minimal permitting would be required for the project. There are no major waterways or visible watercourses in the project footprint, and given the urban/developed condition of the project site and its surroundings, it's not anticipated that the project footprint contains valuable habitat for listed species. However, existing culverts and associated stormwater conveyance infrastructure may require permitting from the Regional Water Quality Control Board. The tasks to be undertaken include:

Background Review

HTH will review project documents to understand the nature and location of planned project activities. HTH will review color aerial photography, the U.S. Fish and Wildlife Service's National Wetlands Inventory, and similar existing sources of biological resources information for the project area to preliminarily identify aquatic resources, if any, that have been documented in the project vicinity. As part of background review, we will review the City of Napa's tree protection ordinances and policies to document the characteristics (e.g., species, diameter at breast height) of trees afforded special protection by the City.

Field Work

A qualified HTH biologist will complete a field survey of project area (as safe and permissible access allows). During the survey, the biologist will map the boundaries of any aquatic resources subject to the jurisdiction of the State of California (waters of the State). In general, mapping of waters of the State follows the procedures of the U.S. Army Corps of Engineers (USACE) used to map waters of the United States (WOTUS), with the exception that waters of the State can include

ephemeral drainages, roadside swales, aquatic resources that do not have a continuous surface connection to Traditionally Navigable Waters, and similar isolated or ephemeral aquatic resources that are not WOTUS under the USACE's 2023 Conforming Rule. At the same time, the biologist also will map and assess all trees located in the project area. Trees will not be tagged or similarly marked physically in the field, but each tree will be mapped with a sub-meter accurate GPS field computer, and the species, trunk diameter at breast height (dbh), and general health and condition of each tree will be noted. Representative photographs will be taken to illustrate typical conditions of the project area observed during fieldwork.

Reporting

HTH will prepare two concise biological resources tech memos.

- The first tech memo will describe the results of the aquatic resources delineation. Because we expect few aquatic resources to be delineated in the project vicinity, and those resources only would be subject to RWQCB jurisdiction, we do not propose to prepare a comprehensive aquatic resources delineation report. Instead, our tech memo will provide a brief overview of the project, characterize the general biological (e.g., plant communities or land covers) and physical conditions (e.g., soil, topography, hydrology) of the project vicinity, and provide a map and description of the aquatic resources delineated in the project vicinity. Field data forms (e.g., USACE ordinary high water mark delineation data forms, OMB No. 0710-0024) will be included as appendices.
- The second tech memo will briefly summarize the results of the tree survey. We will include a table of all trees mapped indicating the tree species, size (as dbh), health, and status if protected under City ordinance.

Electronic copies of each draft tech memo will be provided for review and comment. Once edits and comments on the draft tech memos are incorporated, a final version of each tech memo will be provided electronically. The final tech memos will include electronic copies of all photographs, maps, geospatial datasets, and any other resources specifically created during preparation of the memo (public-domain datasets not modified during preparation of the memo will not be provided electronically).

Permitting

As indicated previously, if any aquatic resources are present in the project area, we expect those waters to be subject to RWQCB jurisdiction only. For this reason, we will prepare and submit a Notice of Intent (NOI) to seek coverage under the *Statewide General Waste Discharge Requirements for Dredge or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside Federal Jurisdiction* (i.e., Attachment 1 of WQO 2004-0004). The NOI is straightforward and requires information and supporting materials that we expect to be readily available. If mitigation is required for impacts to waters of the State, we expect that mitigation to occur via purchase of credits at an approved mitigation bank or through in-lieu fee payment to Ducks Unlimited under the recently approved San Francisco Bay In-Lieu Fee Program. Preparation of site-specific mitigation and monitoring plan is not included in the HTH scope of work.

An electronic copy of the NOI will be provided for review and comment. Once edits and comments on the draft NOI are incorporated, a final version of NOI will be provided electronically. Our scope and fee estimate assumes that the City in coordination with Caltrans will submit the NOI and pay applicable application fees directly to the RWQCB. Purchase of mitigation bank credits or payment of in-lieu fees also will be made directly by the City.

HTH have the following assumptions:

- Field surveys will be completed by not more than one biologist over not more than 1 day. If additional days are required (e.g., to survey more trees than anticipated or because more aquatic resources are present than anticipated), a scope and budget amendment will be required.

- Focused surveys for sensitive natural communities or special-status species will not be completed. If desired, these services can be provided with a scope and budget amendment.
- The project will impact only waters of the State and will qualify for coverage under the Statewide General Waste Discharge Requirements for Dredge or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside Federal Jurisdiction. A scope and budget augmentation will be required if this is not the case.
- No support for permit processing will be provided, although we would be happy to provide support to facilitate NOI processing and permitting with the RWQCB, if desired, following a scope and budget amendment.
- All deliverables will be submitted electronically for review and comment in MS Word and PDF format. Photographs will be provided in JPG format, and geospatial datasets will be provided in ArcGIS- compatible format.
- A single round of revisions to all deliverables, reflecting consolidated comments from all relevant reviewers, will be provided and used to create the final deliverables.
- This scope of work includes a reasonable amount of time for project management (e.g., scheduling, health and safety, and document QA/QC), coordination, and administrative and accounting time.

TASK 10 DELIVERABLES

- Draft/Final Aquatic Resources Delineation Memorandum (MS Word and PDF)
- Draft/Final Tree Survey Report (MS Word and PDF)
- Draft/Final NOI (MS Word and PDF)
- Tree Survey Data (GIS)

TASK 11. PUBLIC OUTREACH

Task 11.1. Public Outreach

Mark Thomas will coordinate with Circlepoint and provide support to the City for public outreach and build upon the outreach from the PA&ED phase. The outreach tasks include:

Website Support

Circlepoint will support the City with the development of updated content and graphics for the project website (https://www.cityofnapa.org/378/Five-Way-Intersection-Project). We will develop draft and final content updates, based on the project milestones. Additionally, we will provide public-friendly graphics for the website as the project advances to the 100% PS&E submittal phase. These graphics will be 508 compliant. We anticipate creating updated content on a bi-monthly (every other month) basis through the PS&E phase. All content and graphics will be vetted by the City before deployment on the city website. The City will be responsible for deploying updates on the webpage.

Stakeholder and Community Engagement

Pop-up Events: Circlepoint will research pop-up options and provide them to the City for their input. Once the appropriate pop-up events are identified, we will provide logistical coordination for each pop-up, will staff each pop-up event and will provide Spanish-language interpretation. Materials provided to the public will be in English and Spanish, and we will develop a high-level summary of each pop-up event including key themes of input received. No more than two pop-up events are assumed.

Public Workshop: Circlepoint will coordinate with the City to plan, coordinate, and facilitate one (1) public workshop to gather community input, share project information, and foster collaboration between stakeholders and the project team. The workshop will be designed to be interactive and accessible, with materials and activities tailored to engage a diverse audience and encourage meaningful participation. Circlepoint will participate in one dry run the week prior to the public

workshop. Circlepoint will develop a workshop plan and agenda in coordination with the City. Circlepoint will secure and coordinate a suitable venue and coordinate all needed certificates of insurance, rental fees, as well as AV equipment. Circlepoint is prepared to facilitate the workshop, including setup, sign-in, and documentation of community input. Circlepoint will also provide Spanish language interpretation services. Circlepoint will also develop a communications toolkit to provide notification about the public workshop. This toolkit will include a combination of social media content, email blast content, e-newsletter copy, and engaging graphics for project partners use. The toolkit will be distributed to the City and key stakeholders for use with their existing communications channels.

Task 11.2. Property Owner Meetings

Mark Thomas will provide support to the City to meet with key property owners affected by the proposed improvements and involving right of way acquisition. Up to two (2) in-person meetings each with up to five (5) property owners are assumed (Total 10 in-person meetings).

TASK 11 DELIVERABLES

- Draft/Final webpage content on a bi-monthly (every other month) basis (up to 350 words per update) (MS Word and PDF)
- Draft/Final graphic per bi-monthly update (PDF)
- Provide webpage ready 508 compliant graphics and content to City for posting to webpage (PDF)
- Draft/Final Public Workshop Plan (MS Word and PDF)
- Draft/Final Workshop Agenda (MS Word and PDF)
- Draft/Final Communications Toolkit (MS Word and PDF)
- Sign-in Sheets and Name Tags
- Draft/Final Comment Cards (PDF)
- High-level Summary report including key takeaways, community feedback, and photos (PDF)

TASK 12. FUNDING SUPPORT

Task 12.1. Funding Support

Mark Thomas will coordinate with PointC and prepare up to two (2) grant applications for the project. We will work with the City and Napa Valley Transportation Authority (NVTA) to review state and federal funding opportunities to select the programs to pursue. For this scope of work, we have assumed that one application will be for a state SB 1 program and the other a federal discretionary program. One benefit cost analysis (BCA) will be prepared for the project meeting federal requirements.

Mark Thomas will prepare the draft and final versions of a SB 1 grant application for the project. The application will be prepared following the adopted program guidelines. Mark Thomas will develop grant application narrative responses, Project Programming Request (PPR) in CalSmart, and maps and exhibits. The maps and exhibits are anticipated to include disadvantaged community information, active transportation networks, project benefits, transit stop locations, and land use designations and key destinations.

Mark Thomas will prepare the draft and final versions of the grant application based upon the program Notice of Funding Opportunity. We will leverage the SB 1 grant application to streamline the grant narrative and graphics efforts.

Mark Thomas will also prepare a BCA Microsoft Excel spreadsheet model. We will work with the City's PA&ED consultant before the phase is completed to prepare vehicle miles traveled (VMT), bicycle and pedestrian count projections, average daily traffic (ADT), vehicle hours of travel (VHT), and other to be used in the BCA model. Additional model inputs will include collision history, project cost, schedule, and maintenance costs. The inputs will produce the benefit/cost ratio. Mark Thomas will summarize the inputs of benefit/cost ratio in a memorandum.

TASK 12 DELIVERABLES

- Up to two (2) Draft/Final Grant Applications
- One (1) BCA Model and Memorandum

OPTIONAL TASKS

OT-1 DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION

Mark Thomas will manage the project team, undertake general project coordination, prepare contract paperwork, memo's, letters and e-mail, making phone calls, prepare invoices and monthly progress report and maintain project files over the anticipated 4-month bidding/award schedule, 18-month construction schedule, and 2-month closeout period (Total 24-months).

This scope assumes that Caltrans will AAA the project. Caltrans will be responsible for managing the project through construction including overseeing the Contractor and day-to-day construction activities and inspection. During the construction phase, Mark Thomas will work with the Caltrans Resident Engineer (RE) to assist and advise the RE with regards to design support in order to minimize construction conflicts and to expedite project construction completion. The level of effort to provide design support during bidding and construction is only an estimate and may require a contract amendment if the estimate provided in our fee is exceeded.

<u>Design Support During Bidding</u>
The Mark Thomas team will provide design support to Caltrans during the bidding phase that includes:

- Attendance virtually at pre-bid meeting
- Providing design responses to bidder questions (Up to 3 sets of questions). It is assumed Caltrans will prepare, process, and issue the responses to the bidder questions.
- Providing design input to bid addendums (Up to 3). It is assumed Caltrans will prepare, process and issue the bid addendums.
- Provide support to Caltrans and City to evaluate bid results

<u>Design Support During Construction</u>
The Mark Thomas team will provide design support to Caltrans during the construction phase that includes:

- Attendance virtually at pre-construction meeting
- Attendance at one (1) day long partnering workshop
- Attendance virtually at regular weekly project construction meetings

- Attendance at site visits as requested by the City and Caltrans RE. We will prepare meeting and site visit reports with notes, action items, observations, photos, and recommendations for the project construction (Up to 10)
- Submittal and Request for Information (RFI) Review: Review of design related non-material type submittals and shop drawings (Up to 5), and RFI's by the contractor (Up to 20).
- Providing design input to Contract Change Orders (CCOs) that are prepared, processed and issued by the Caltrans RE (Up to 5).
- Preparation of As-built Plans based upon redlined plans provided by the Caltrans RE.

DELIVERABLES

- Draft Responses to Bidder Questions (PDF)
- Input to Bid Addendums (PDF)
- Submittal and Shop Drawing Review (PDF)
- Input to RFIs (PDF)
- Input to CCOs (PDF)
- As-built Plans (PDF and DGN)

ASSUMPTIONS

- Caltrans will advertise, award, and administer (AAA) the construction contract.
- Construction staking is excluded
- Construction Management and Inspections is excluded
- Laboratory testing is excluded
- Biological and cultural monitoring is excluded
- Tribal coordination is excluded
- Material submittal reviews are excluded. It is assumed that the Caltrans RE will review material submittals against the requirements of the plans, technical specifications and special provisions.
- Coordination with third parties including the Caltrans RE, utility companies, and private property owners is excluded
- Coordination with utility providers for new service connections for lighting is excluded
- Claim analysis and resolution beyond initial merit review is excluded
- Periodic site observations beyond initial site meeting for the pre-construction conference is excluded
- Review of alternative construction phasing/sequencing of work proposed by the City's contractor is excluded
- Review of alternative lane closure hours is excluded
- Review of traffic control plans is excluded
- Review of hazardous materials submittals is excluded
- Review of any Operations and Maintenance Manuals is excluded
- Development of in-progress as-built and record plan sets is excluded
- Review of contractor provided 3D modelling is excluded

*OT-2 3D RENDERED DRIVE THROUGH AND WALK-THROUGH VIDEOS

The Consultant will develop two high-quality 3D rendered videos to visualize the proposed improvements. These immersive visualizations will be used to communicate the project's design intent to stakeholders, agencies, and the public. Each video will highlight project features from both a driver's and pedestrian's point of view, capturing the look and feel of the completed infrastructure within its existing context.

3D Model Development - Improvements
Create/refine detailed models of roundabouts, roadways, sidewalks, bike paths, retaining walls, and permanent streetlights. Build adjacent context (terrain, buildings, vegetation) for visual continuity. Apply realistic textures and materials to all features.

3D Model Development – Existing surrounding infrastructure and environment
Build adjacent context (terrain, buildings, vegetation) for visual continuity. Apply realistic textures and materials to all features. Import assets into Unreal Engine, create project environment, and integrate animations, traffic, pedestrians, and landscape elements.

Animation Production
Import assets into Unreal Engine, create project environment, and integrate animations, traffic, pedestrians, and landscape elements. Build two visual experiences: one from the driver's perspective, and one from the pedestrian's perspective. Configure smooth, realistic camera paths, one driver point of view: Simulated vehicle navigation through both roundabouts. One pedestrian point of view: Human-scale walk-through or bike-through of project area highlighting pedestrian or cyclist facilities and design features.

Post-Production
Render both sequences. Add graphics, labels, and branding elements in Adobe Premiere and After Effects. Deliver final videos in high-resolution format suitable for presentations and online use.

DELIVERABLES

- Two (2) 3D rendered videos (~1–2 minutes each):
  - 1 Driver View
  - 1 Pedestrian View
- Up to five (5) high-resolution still images
- One round of minor revisions following client review

* OT-3 NAPA SANITATION DISTRICT SEWER UPGRADES

The Mark Thomas sewer team will complete the final design phase involving preparation of Plans, Specifications & Estimate (PS&E) of the sanitary sewer upgrades on 3rd Street and East Avenue. The total length of the upgrade within the project limits is assumed to be 600-feet with seven (7) laterals requiring reconnection to the new sewer pipe. The Mark Thomas sewer team will perform the following tasks.

Project Management, Meetings and Coordination
The Mark Thomas sewer team will supervise, coordinate and monitor planning and design for conformance with Napa Sanitation District and Caltrans standards and policies, prepare and provide regular updates of the project schedule, and maintain project files.

The Mark Thomas sewer team shall coordinate with the Napa Sanitation District (NapaSan), City, and Caltrans staff on a frequent basis; prepare agendas and records of meetings for focus meetings. Mark Thomas will lead the overall coordination effort with the project team in consultation with and under the direction of the NapaSan District Manager or Engineer. Mark Thomas will schedule, prepare for, and attend project team meetings with key stakeholders to share project information, make decisions, assign project tasks, and identify items critical to project delivery. Key team members from the Mark Thomas sewer team 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 there will be:

- Up to six (6) focused meetings held in a virtual format

35% PS&E

Mark Thomas sewer team will request electronic files of information where available for any additional missing information from NapaSan. If necessary, Mark Thomas will work with NapaSan staff to obtain all necessary permits.

The Mark Thomas sewer team will advance the utility plans into a 35% plan and estimate submittal. Plans will be prepared per the Caltrans Plan Preparation Manual. The design will be developed using the 2024 Caltrans Standard Plans and Specifications. Based on these 35% plans, an Engineer's Estimate in Caltrans Basic Engineering Estimate System (BEES) format will be prepared. It is assumed draft Standard Special Provisions (SSP's) are not required for the 35% PS&E submittal, just plans and estimate. Quality Control reviews will be performed.

Description	Scale	Estimate Sheet Count
Sewer Plan & Profile Sheets	1"=50'	2
Sewer Details	N/A	2
Total Estimated Plan Sheets		**4**

65% PS&E

The Mark Thomas sewer team will advance the sewer plans into a 65% plan and estimate submittal. Sewer lateral relocations and specific reconnection details will be included in this phase. Based on these 65% plans, an Engineer's Estimate in Caltrans Basic Engineering Estimate System (BEES) format will be prepared. Quality Control reviews will be performed.

Draft unedited SSP's and Nonstandard Special Provisions (NSSP's) will be prepared. These will incorporate the NapaSan standard specifications into the Caltrans special provision format for the project.

95% PS&E

Mark Thomas sewer team will review comments on the 65% PS&E and incorporate the comments into the 95% PS&E submittal. Quality Control reviews will be performed.

100% PS&E

Mark Thomas sewer team will review comments on the 95% PS&E and incorporate the comments into the 100% PS&E submittal. Quality Control reviews will be performed.

Final PS&E

Mark Thomas sewer team will review comments on the 100% PS&E and incorporate the comments into the Final PS&E submittal. Quality Control reviews will be performed.

DELIVERABLES

- Meeting agendas and minutes (PDF)
- 35%/65%/95%/100%/Final Plans (11x17 PDF)
- 35%/65%/95%/100%/Final Engineers Estimate (PDF)
- 65%/95%/100%/Final SSPs and NSSP's (MS Word and PDF)
- Responses to Comments (PDF)

ASSUMPTIONS

- NapaSan details are already in CAD format and can be provided to Mark Thomas to incorporate into the drawings.
- Assume no easements will be required for relocated sewer mains, manholes, and laterals.
- Mark Thomas will not apply for or pay for encroachment permits, or any development review permits for the sewer relocation from Caltrans, City of Napa, and NapaSan.
- NapaSan will provide comments and review.
- NapaSan has a GIS database of sewer assets and as-builts that they will provide Mark Thomas during the data gathering phase.
- Mark Thomas assumes seven (7) sewer laterals will need to be adjusted and relocated.
- NapaSan has a set of Standard Specifications that will be converted by Mark Thomas to nSSPs.

*OT-4 INTERSECTION SAFETY AND OPERATIONS ASSESSMENT PROCESS (ISOAP)

The Intersection Safety and Operations Assessment Process (ISOAP), released by Caltrans in September 2024, redirected projects to prepare an ISOAP in lieu of an Intersection Control Evaluation (ICE). ISOAP requires a project to consider various strategies, treatments, configurations, and countermeasures at intersections to identify the most effective access alternatives while placing greater emphasis on road safety performance, consistent with the strategic direction at Caltrans.

ISOAP validates proposals for intersection design or improvement and performs a high-level evaluation of traffic control strategies (i.e., roundabout, signal, and stop control) to identify control strategies that should be screened from further consideration and those that should be carried forward for consideration. Two stages of evaluation are identified per the ISOAP guidelines:

- Stage 1 conducts a planning-level assessment to evaluate the feasibility of the intersection traffic control concepts (e.g., stop-controlled, yield-controlled, signal controlled, roundabouts, etc.) and conduct initial multimodal safety assessments to identify feasible strategies.
- Stage 2 focuses on in-depth analysis including detailed operational and safety analyses and economic analysis (e.g., benefit cost analysis) for viable alternatives. If the traffic control concepts are determined to be infeasible during Stage 1, the concepts will be withdrawn from further analysis in Stage 2.

ISOAP Stage 1

Fehr & Peers (F&P) will review the data and traffic analysis prepared for the PA&ED phase, as documented in the approved Traffic Operations Analysis Report (TOAR), to prepare the transportation analysis at Study Intersections needed for the ISOAP Stage 1. F&P will also prepare the Stage 1 Appendix B: ISOAP Forms and help coordinate with Caltrans. This scope assumes no new traffic data will be collected.

ISOAP Stage 2

F&P will prepare, submit and secure approval of the ISOAP Stage 2 forms with necessary attachments that include operational and safety performance, life-cycle cost estimate, and benefit- cost ratio. It is assumed that the roundabout alternative identified in Stage 1 will be carried forward into Stage 2 for further evaluation.

DELIVERABLES

- ISOAP Stage 1 Forms (PDF)
- ISOAP Stage 2 Forms (PDF)

KEY OVERALL PROJECT ASSUMPTIONS

In addition to assumptions outlined previously in the scope, the Mark Thomas Team have the following key assumptions:

1. Mark Thomas will take the lead in monthly Project Development Team (PDT) meetings and focus meetings and will be responsible for the preparation of meeting agendas and minutes as well as coordination of meeting times and locations.
2. No sound walls are required.
3. The project will not require coordination and meeting with California Highway Patrol.
4. Project plans will be prepared in AutoCAD (DWG), using drafting standards as documented in the latest Caltrans Plan Preparation Manual and converted to Microstation (DGN) format for the Final PS&E submittal.
5. This scope assumes a single highway construction package including highway planting.
6. Any project mitigations or negotiations with regulatory agencies will be conducted by the City, with support from the Mark Thomas Team.
7. Unless otherwise noted in the scope, it is assumed that utility relocation design plans will be prepared by the utility owners.
8. No fee encroachment permits from Caltrans and City of Napa.
9. City will secure any needed permissions to enter upon private property to access and study/investigate the project area.
10. It is assumed a Traffic Safety Review is not required by Caltrans.
11. City will pay all fees associated with environmental permitting and mitigation, if required.

* Optional tasks selected for award

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

2.0. SCHEDULE OF PERFORMANCE.

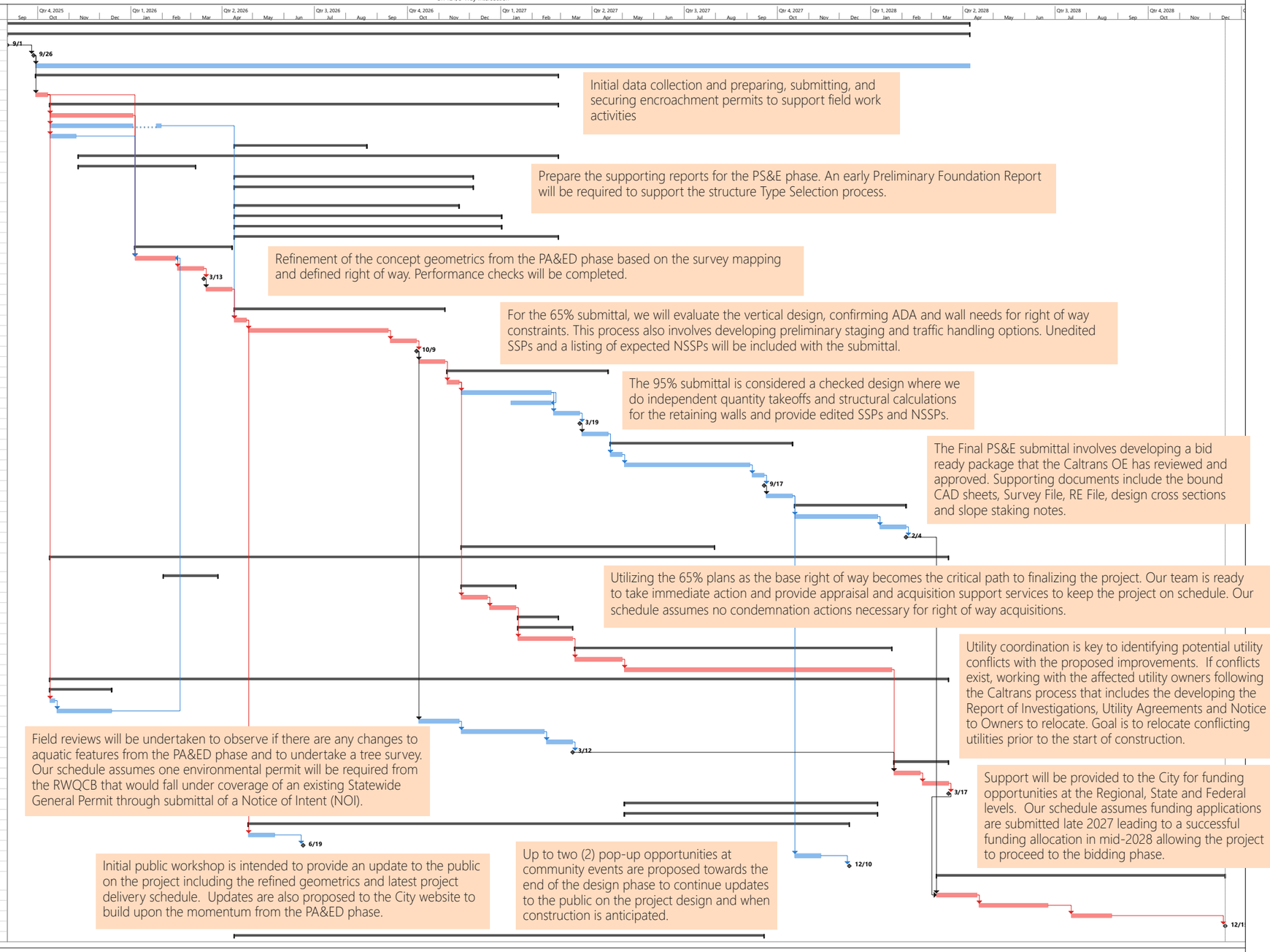
We understand the PA&ED phase will be completed by the end of the year, and our team is ready to deliver the final design and RTL of the roundabouts by Q1 2028. The City has structured the project schedule to allow for overlap between the PA&ED and PS&E phases. Our approach leverages this overlap to review and refine the geometrics of the selected alternative from the PA&ED phase, positioning us to engage with Caltrans immediately once the PA&ED milestone is reached. This early involvement allows us to maintain momentum and begin PS&E development without delay, supporting the City's goal of project continuity and keeping the overall timeline on track. Getting the geotechnical and hazardous materials field work activities going early is also key to meet the schedule.

Designing a roundabout involves verifying performance checks to ensure design vehicles can navigate safely, analyzing the fastest path to control vehicle speeds, and ensuring adequate sight distance. Key design challenges include evaluating construction staging and traffic handling, coordinating utility impacts, and addressing right of way acquisition. Environmental factors and landscape architecture will also play a role in the overall design approach. These topics are discussed in greater detail in the Approach and Management Plan section of this proposal.

Mark Thomas

City of Napa
SR 121/5-Way Intersection

ID	Task Name	Duration	Start	Finish
1	**FINAL DESIGN (PS&E)**	**1631 days?**	**Fri 1/7/22**	**Fri 4/7/28**
2	**TASK 1. PROJECT MANAGEMENT**	**680 days**	**Mon 9/1/25**	**Fri 4/7/28**
3	Assumed NTP	0 days	Mon 9/1/25	Mon 9/1/25
4	Kick Off Meeting	0 days	Fri 9/26/25	Fri 9/26/25
5	Project Management & Meetings	33 mons	Mon 9/29/25	Fri 4/7/28
6	**TASK 2. BASE MAPPING, PRELIMINARY ENGINEERING, AND TECHNICAL REPORTS**	**370 days**	**Mon 9/29/25**	**Fri 2/26/27**
7	Data Collection	2 wks	Mon 9/29/25	Fri 10/10/25
8	**Base Mapping**	**360 days**	**Mon 10/13/25**	**Fri 2/26/27**
9	Supplemental Topographic Surveys	12 wks	Mon 10/13/25	Fri 1/2/26
10	Existing Right of Way Delineation (Landnet)	13 wks	Mon 10/13/25	Fri 1/30/26
11	Prelinminary Engineering	4 wks	Mon 10/13/25	Fri 11/7/25
12	**Supplemental DSDD**	**95 days**	**Mon 4/13/26**	**Fri 8/21/26**
20	**Technical Reports**	**340 days**	**Mon 11/10/25**	**Fri 2/26/27**
21	**Structure Type Seletion**	**84 days**	**Mon 11/10/25**	**Thu 3/5/26**
27	**Geotechnical Engineering**	**170 days**	**Mon 4/13/26**	**Fri 12/4/26**
34	**Hazardous Materials Field Work, Testing, Analysis and Reports**	**170 days**	**Mon 4/13/26**	**Fri 12/4/26**
40	**Traffic Management Plan (TMP)**	**160 days**	**Mon 4/13/26**	**Fri 11/20/26**
46	**Storm Water Data Report**	**190 days**	**Mon 4/13/26**	**Fri 1/1/27**
53	**Storm Water Information Handout**	**190 days**	**Mon 4/13/26**	**Fri 1/1/27**
60	**Drainage Report**	**230 days**	**Mon 4/13/26**	**Fri 2/26/27**
68	**TASK 3. 35% PS&E SUBMITTAL**	**70 days**	**Mon 1/5/26**	**Fri 4/10/26**
69	Prepare 35% Plans	6 wks	Mon 1/5/26	Fri 2/13/26
70	QA/QC 35% Plans	4 wks	Mon 2/16/26	Fri 3/13/26
71	Submit 35% PS&E	0 days	Fri 3/13/26	Fri 3/13/26
72	Caltrans/City Review/Comment	4 wks	Mon 3/16/26	Fri 4/10/26
73	TASK 5. PS&E DEVELOPMENT	1 day?	Fri 1/7/22	Fri 1/7/22
74	**TASK 4. 65% Plans**	**150 days**	**Mon 4/13/26**	**Fri 11/6/26**
75	Review/Reconcile Agency Comments	2 wks	Mon 4/13/26	Fri 4/24/26
76	Prepare 65% Plans	20 wks	Mon 4/27/26	Fri 9/11/26
77	QA/QC	4 wks	Mon 9/14/26	Fri 10/9/26
78	Submit 65% Plans and Estimate	0 days	Fri 10/9/26	Fri 10/9/26
79	Caltrans/City Review/Comment	4 wks	Mon 10/12/26	Fri 11/6/26
80	**TASK5. 95% PS&E**	**115 days**	**Mon 11/9/26**	**Fri 4/16/27**
81	Review/Reconcile Agency Comments	2 wks	Mon 11/9/26	Fri 11/20/26
82	Prepare 95% PS&E	13 wks	Mon 11/23/26	Fri 2/19/27
83	Constructability Review	6 wks	Mon 1/11/27	Fri 2/19/27
84	QA/QC	4 wks	Mon 2/22/27	Fri 3/19/27
85	Submit 90% PS&E	0 days	Fri 3/19/27	Fri 3/19/27
86	Caltrans/City Review/Comment	4 wks	Mon 3/22/27	Fri 4/16/27
87	**TASK 6. 100% PS&E**	**130 days**	**Mon 4/19/27**	**Fri 10/15/27**
88	Review/Reconcile Agency Comments	2 wks	Mon 4/19/27	Fri 4/30/27
89	Prepare 100% PS&E	18 wks	Mon 5/3/27	Fri 9/3/27
90	QA/QC	2 wks	Mon 9/6/27	Fri 9/17/27
91	Submit 100% PS&E	0 days	Fri 9/17/27	Fri 9/17/27
92	Caltrans/City Review/Comment	4 wks	Mon 9/20/27	Fri 10/15/27
93	**TASK 7. Final PS&E**	**80 days**	**Mon 10/18/27**	**Fri 2/4/28**
94	RTL Package & OE Review	12 wks	Mon 10/18/27	Fri 1/7/28
95	Finalize PS&E	4 wks	Mon 1/10/28	Fri 2/4/28
96	Approved PS&E	0 days	Fri 2/4/28	Fri 2/4/28
97	**TASK 8. ENVIRONMENTAL REVALIDATION**	**180 days**	**Mon 11/23/26**	**Fri 7/30/27**
100	**TASK 9. RIGHT OF WAY ENGINEERING, RIGHT OF WAY ACQUISITIONS, AND UTILITY COORDINATION**	**635 days**	**Mon 10/13/25**	**Fri 3/17/28**
101	**Boundary Resolution**	**40 days**	**Mon 2/2/26**	**Fri 3/27/26**
103	**Right of Way Exhibit**	**40 days**	**Mon 11/23/26**	**Fri 1/15/27**
104	Prepare R/W acquisition exhibits	4 wks	Mon 11/23/26	Fri 12/18/26
105	City Review	4 wks	Mon 12/21/26	Fri 1/15/27
106	**Appraisal Maps**	**30 days**	**Mon 1/18/27**	**Fri 2/26/27**
108	**Plat and Legal Descriptions**	**40 days**	**Mon 1/18/27**	**Fri 3/12/27**
109	Prepare Plat and Legal	8 wks	Mon 1/18/27	Fri 3/12/27
110	**Right of Way Appraisals and Acquisitions**	**225 days**	**Mon 3/15/27**	**Fri 1/21/28**
111	Appraisals	7 wks	Mon 3/15/27	Fri 4/30/27
112	Acquisitions	38 wks	Mon 5/3/27	Fri 1/21/28
113	**Utility Coordination**	**635 days**	**Mon 10/13/25**	**Fri 3/17/28**
114	**Utility Mapping**	**45 days**	**Mon 10/13/25**	**Fri 12/12/25**
115	Prepare Utility "A" Letters	1 wk	Mon 10/13/25	Fri 10/17/25
116	Receive/Map Utilities	8 wks	Mon 10/20/25	Fri 12/12/25
117	Prepare Conflict Mapping	6 wks	Mon 10/12/26	Fri 11/20/26
118	Prepare Relocation Plans (By Others)	12 wks	Mon 11/23/26	Fri 2/12/27
119	Utility Documents	4 wks	Mon 2/15/27	Fri 3/12/27
120	Approvel Utilities	0 days	Fri 3/12/27	Fri 3/12/27
121	**Right of Way Certification**	**40 days**	**Mon 1/24/28**	**Fri 3/17/28**
122	Prepare Right of Way Certification	4 wks	Mon 1/24/28	Fri 2/18/28
123	Caltrans Review	4 wks	Mon 2/21/28	Fri 3/17/28
124	Approved Right of Way Cert	0 days	Fri 3/17/28	Fri 3/17/28
125	**TASK 10. PERMIT APPLICATION AND OBTAINING PERI**	**180 days**	**Mon 5/3/27**	**Fri 1/7/28**
126	**Environmental Permitting**	**180 days**	**Mon 5/3/27**	**Fri 1/7/28**
131	**TASK 11. PUBLIC OUTREACH**	**425 days**	**Mon 4/27/26**	**Fri 12/10/27**
132	Prepare Materials	4 wks	Mon 4/27/26	Fri 5/22/26
133	Public Workshop	0 days	Fri 6/19/26	Fri 6/19/26
134	Prepare Materials	4 wks	Mon 10/18/27	Fri 11/12/27
135	Pop-up Event	0 days	Fri 12/10/27	Fri 12/10/27
136	**TASK 12. DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION**	**205 days**	**Mon 3/6/28**	**Fri 12/15/28**
137	RTL	6 wks	Mon 3/6/28	Fri 4/14/28
138	Construction Funding Application Request	10 wks	Mon 4/17/28	Fri 6/23/28
139	Advertise Contract	6 wks	Mon 7/17/28	Fri 8/25/28
140	Begin Constrciton (ASSUMED 18 MONTHS DURATION)	0 days	Fri 12/15/28	Fri 12/15/28
141	**TASK 13. FUNDING SUPPORT**	**375 days**	**Mon 4/13/26**	**Fri 9/17/27**



Initial data collection and preparing, submitting, and securing encroachment permits to support field work activities

Prepare the supporting reports for the PS&E phase. An early Preliminary Foundation Report will be required to support the structure Type Selection process.

Refinement of the concept geometrics from the PA&ED phase based on the survey mapping and defined right of way. Performance checks will be completed.

For the 65% submittal, we will evaluate the vertical design, confirming ADA and wall needs for right of way constraints. This process also involves developing preliminary staging and traffic handling options. Unedited SSPs and a listing of expected NSSPs will be included with the submittal.

The 95% submittal is considered a checked design where we do independent quantity takeoffs and structural calculations for the retaining walls and provide edited SSPs and NSSPs.

The Final PS&E submittal involves developing a bid ready package that the Caltrans OE has reviewed and approved. Supporting documents include the bound CAD sheets, Survey File, RE File, design cross sections and slope staking notes.

Utilizing the 65% plans as the base right of way becomes the critical path to finalizing the project. Our team is ready to take immediate action and provide appraisal and acquisition support services to keep the project on schedule. Our schedule assumes no condemnation actions necessary for right of way acquisitions.

Utility coordination is key to identifying potential utility conflicts with the proposed improvements. If conflicts exist, working with the affected utility owners following the Caltrans process that includes the developing the Report of Investigations, Utility Agreements and Notice to Owners to relocate. Goal is to relocate conflicting utilities prior to the start of construction.

Support will be provided to the City for funding opportunities at the Regional, State and Federal levels. Our schedule assumes funding applications are submitted late 2027 leading to a successful funding allocation in mid-2028 allowing the project to proceed to the bidding phase.

Field reviews will be undertaken to observe if there are any changes to aquatic features from the PA&ED phase and to undertake a tree survey. Our schedule assumes one environmental permit will be required from the RWQCB that would fall under coverage of an existing Statewide General Permit through submittal of a Notice of Intent (NOI).

Initial public workshop is intended to provide an update to the public on the project including the refined geometrics and latest project delivery schedule. Updates are also proposed to the City website to build upon the momentum from the PA&ED phase.

Up to two (2) pop-up opportunities at community events are proposed towards the end of the design phase to continue updates to the public on the project design and when construction is anticipated.

Wed 6/11/25

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EXHIBIT "B"

COMPENSATION RATES AND CHARGES

1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2026

Engineering	
Intern	$60 - $105
Technician	$95 - $135
Design Engineer I	$120 - $175
Design Engineer II	$135 - $210
Sr. Technician	$155 - $210
Civil Engineering Designer	$155 - $245
Project Engineer	$155 - $225
Sr. Project Engineer	$195 - $280
Sr. Technical Engineer	$200 - $230
Technical Lead	$230 - $280
Sr. Technical Lead	$265 - $335
CADD Manager	$220 - $260
Design Manager	$350 - $390
Engineering Manager	$350 - $390
Sr. Engineering Manager	$365 - $495
Construction Management	
Office Engineer	$165 - $265
* Asst. Resident Engineer	$170 - $250
* Sr. Inspector - CM	$185 - $260
* Inspector - CM	$150 - $275
Resident Engineer	$255 - $335
Sr. Resident Engineer	$300 - $370
Construction Manager	$255 - $295
Area Manager - CM	$280 - $325
Planning	
Planner I	$105 - $140
Economist	$135 - $160
Planner II	$140 - $170
Sr. Planner	$165 - $230
Landscape Architecture/Urban Design	
Landscape Intern	$80 - $95
Landscape Designer I	$100 - $125
Landscape Designer II	$120 - $160
Landscape Architect	$155 - $180
Sr. Landscape Architect	$175 - $200
Grant Writing	
Funding Specialist	$135 - $230
Sr. Funding Specialist	$225 - $260
Funding Manager	$325 - $380

Surveying	
Survey Technician I-III	$65 - $185
Lead Survey Technician	$145 - $165
Survey Specialist I-III	$130 - $280
Asst Surveyor I-III	$130 - $195
Project Surveyor I-III	$190 - $295
* Chief of Party	$210 - $270
* Instrumentperson	$205 - $245
* Chainperson	$195 - $230
* Apprentice	$125 - $195
* 2-Person Crew	$395 - $480
* 3-Person Crew	$560 - $710
* Utility Locator	$195 - $265
Project Management & Oversight	
Project Manager	$175 - $310
Sr. Project Manager	$240 - $365
Survey Manager I-II	$230 - $300
SUE Program Manager	$280 - $315
Division Manager	$270 - $445
Principal	$480 - $525
Project Support	
Technical/Sr. Technical Writer	$115 - $160
Project/Sr. Project Assistant	$85 - $185
Survey Coordinator	$115 - $120
Project/Sr. Project Coordinator	$125 - $205
Graphic/Sr. Graphic Designer	$125 - $220
Project/Sr. Project Accountant	$120 - $185
Sr. Graphic Manager	$195 - $260
Project Delivery Manager	$210 - $235
Project Accountant Manager	$230 - $260
Safety Manager	$245 - $250
District Management	
* Inspector - Apprentice	$95 - $100
* Inspector/Sr. Inspector	$95 - $175
* Lead Inspector	$135 - $155
Assistant/Associate Sanitary Engineer	$150 - $210
Sanitary/Sr. Sanitary Project Engineer	$190 - $270
Operations/Deputy District Manager	$240 - $345
District Manager-Engineer	$350 - $390
Special Services	
Expert Witness	$550
Strategic Consulting	$550

Reimbursables including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at *Cost Plus 5%* . **Mileage** will be billed per *current IRS Rate.*

Additional promotional steps exist within various rate categories.

This rate schedule expires June 30, 2026; rates are subject to escalation with new hourly rate schedule as of July 1, 2026.

** These charge rates are subject to Prevailing Wage laws and Union contract.*

COST PROPOSAL FOR PROJECT SCOPE - City of Napa: SR 121/FIVE-WAY INTERSECTION DESIGN

MARK THOMAS

*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.

	KEY STAFF			Mark Thomas																																				Subconsultants											
	Principal Shane Dansky $546	Sr. Engineering Manager David Williams $374	Project Manager Matt Magee $213	Project Manager $235	Sr. Engineering Manager $410	Sr. Project Manager $300	Sr. Technical Lead $285	Project Manager $260	Technical Lead $240	Sr. Project Engineer $225	Sr. Technical Engineer $205	Project Engineer $180	Sr. Technician $175	Design Engineer II $165	Design Engineer I $140	Technician $110	LALD Division Manager $285	Sr. LALD Project Manager $270	Sr. Landscape Architect $180	Landscape Designer II $135	Landscape Designer I $110	Survey Division Manager $350	Survey Manager II $270	Project Surveyor II $210	Asst Surveyor II $150	Survey Specialist II $170	Survey Technician III $155	2-Person Crew (OT3) $375	Division Manager - CM $400	Project Manager - CM $300	Sr. Planner $190	Planner III $155	Funding Manager $335	Sr. Funding Specialist $230	Funding Specialist $175	Project Accountant $145	Sr. Project Coordinator $170	Sr. Graphic Manager $220	Sr. Graphic Designer $180	Graphic Designer $135	District Manager-Engineer $350	Deputy District Manager $310	Sr. Sanitary Project Engineer $225	Sanitary Project Engineer $190	Associate Sanitary Engineer $180	Assistant Sanitary Engineer $145	Total Hours	Total MT Cost	Bennett DBE	Circlepoint DBE	Crawford	Earth Mechanics DBE	F&P	Fennemore	HT Harvey & Associates	Monument DBE	PointC	VTS	TOTAL COST
1.0 PROJECT MANAGEMENT AND COORDINATION																																																	
1.1 Project Management and Administration	16	120																				8	8												140	160												452	$106,083.22	-	-	-	-	-	-	-	-	-	-	$106,083.22
1.2 Meetings and Coordination	40	180	180				12											18	9			8	8																								455	$142,598.40	-	-	-	-	-	-	-	-	-	-	$142,598.40
1.3 QA/QC			4					40		120		120					12	8				16	16	40	80	16	60	40																		636	$81,796.17	-	-	-	-	-	-	-	-	-	-	$81,796.17
Subtotal Phase 1	**56**	**304**	**180**	**0**	**0**	**12**	**40**	**0**	**120**	**0**	**120**	**0**	**0**	**0**	**0**	**0**	**12**	**26**	**9**	**0**	**0**	**32**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**140**	**160**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1243**	**$330,477.79**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$330,477.79**
2.0 BASE MAPPING, PRELIMINARY ENGINEERING AND TECHNICAL REPORTS																																																	
2.1 Data Collection				8										24	24			6	20	10		4	8	16	8	8	24	30								4										194	$40,897.87	-	-	-	-	-	-	-	-	-	-	$40,897.87
2.2 Base Mapping																																																	
2.2.1 Supplemental Topographic Surveys																							8	52	22	14	48	70								12											226	$54,490.00	-	-	-	-	-	-	-	-	-	-	$54,490.00
2.2.2 Existing Right of Way Delineation (Landnet)																						8	16	40	80	16	60	40								2										262	$54,880.00	-	-	-	-	-	-	-	-	-	-	$54,880.00
2.3 Preliminary Engineering			16	16								24		80	80	40																													256	$40,287.78	-	-	-	-	-	-	-	-	-	-	$40,287.78
2.4 Supplemental DSDD			8	24								40		80	80	40																													272	$43,339.64	-	-	-	-	-	-	-	-	-	-	$43,339.64
2.5 Technical Reports																																																	
2.5.1 Structure Type Selection						24			60			40	120																																244	$49,800.00	-	-	-	-	-	-	-	-	-	-	$49,800.00
2.5.2 Geotechnical Field Work, Testing, Analysis and Reports																																															0	$0.00	-	-	-	86,832.47	-	-	-	-	-	-	$86,832.47
2.5.3 Hazardous Materials Field Work, Testing, Analysis and Reports																																															0	$0.00	-	-	27,923.02	-	-	-	-	-	-	-	$27,923.02
2.5.4 Traffic Management Plan			8	24								40		80																																152	$27,739.64	-	-	-	-	-	-	-	-	-	-	$27,739.64
2.5.5 Storm Water Data Report			8	16								40		80	120																															264	$42,661.77	-	-	-	-	-	-	-	-	-	-	$42,661.77
2.5.6 Storm Water Information Handout			2	8								24		40																																74	$13,224.38	-	-	-	-	-	-	-	-	-	-	$13,224.38
2.5.7 Drainage Report			8	16								40		120	120																															304	$49,261.77	-	-	-	-	-	-	-	-	-	-	$49,261.77
Subtotal Phase 2	**0**	**0**	**50**	**112**	**0**	**24**	**0**	**0**	**60**	**0**	**0**	**248**	**120**	**504**	**424**	**80**	**0**	**6**	**20**	**10**	**0**	**12**	**32**	**108**	**110**	**38**	**132**	**140**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**18**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2248**	**$416,582.85**	**$0**	**$0**	**$27,923.02**	**$86,832.47**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$531,338.34**
3.0 35% PS&E SUBMITTAL																																																	
3.1 35% Plans and Estimates																																																	
3.1.1 35% Highway Plans and Estimate			16	24								40		80	120	80																														360	$55,045.66	-	-	-	-	-	-	-	-	-	21,465.60	$76,511.26
3.1.2 35% Electrical Plans and Estimate																																															0	$0.00	14,979.50	-	-	-	-	-	-	-	-	-	$14,979.50
3.1.3 Landscape Concept Plan																	8	60	40	80	40																										228	$40,880.00	-	-	-	-	-	-	-	-	-	-	$40,880.00
Subtotal Phase 3	**0**	**0**	**16**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**80**	**120**	**80**	**8**	**60**	**40**	**80**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**588**	**$95,925.66**	**$14,979.50**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$21,465.60**	**$132,370.76**
4.0 65% PS&E SUBMITTAL																																																	
4.1 65% PS&E Submittal																																																	
4.1.1 65% Highway PS&E			40	80								160		240	240	200																														960	$151,308.83	-	-	-	-	-	-	-	-	-	21,465.60	$172,774.43
4.1.2 65% Electrical PS&E																																															0	$0.00	14,893.24	-	-	-	-	-	-	-	-	-	$14,893.24
4.1.4 65% Planting and Irrigation PS&E																	2	30	60	120	120																										332	$48,870.00	-	-	-	-	-	-	-	-	-	-	$48,870.00
4.1.3 65% Structures PS&E						24				100		60	100																																284	$58,000.00	-	-	-	-	-	-	-	-	-	-	$58,000.00
Subtotal Phase 4	**0**	**0**	**40**	**80**	**0**	**24**	**0**	**0**	**0**	**100**	**0**	**220**	**100**	**240**	**240**	**200**	**2**	**30**	**60**	**120**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1576**	**$258,178.83**	**$14,893.24**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$21,465.60**	**$294,537.67**
5.0 95% PS&E SUBMITTAL																																																	
5.1 95% PS&E Submittal																																																	
5.1.1 95% Highway PS&E			40	80								120		240	240	160																														880	$139,708.83	-	-	-	-	-	-	-	-	-	21,465.60	$161,174.43
5.1.2 95% Electrical PS&E																																															0	$0.00	17,923.64	-	-	-	-	-	-	-	-	-	$17,923.64
5.1.3 95% Planting and Irrigation PS&E																	2	24	40	80	120																										266	$38,250.00	-	-	-	-	-	-	-	-	-	-	$38,250.00
5.1.4 95% Structures PS&E						16			60			40	60																																176	$36,900.00	-	-	-	-	-	-	-	-	-	-	$36,900.00
5.2 Constructability Review																													80	120																	200	$68,000.00	-	-	-	-	-	-	-	-	-	-	$68,000.00
5.3 Agreements			8	16								24			40	40																														128	$19,781.77	-	-	-	-	-	-	-	-	-	-	$19,781.77
Subtotal Phase 5	**0**	**0**	**48**	**96**	**0**	**16**	**0**	**0**	**60**	**0**	**0**	**184**	**60**	**240**	**280**	**200**	**2**	**24**	**40**	**80**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**80**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1650**	**$302,640.60**	**$17,923.64**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$21,465.60**	**$342,029.84**
6.0 100% PS&E SUBMITTAL																																																	
6.1 100% PS&E Submittal																																																	
6.1.1 100% Highway PS&E			24	40								80		160	160	80																														544	$86,507.43	-	-	-	-	-	-	-	-	-	21,465.60	$107,973.03
6.1.2 100% Electrical PS&E																																															0	$0.00	8,961.82	-	-	-	-	-	-	-	-	-	$8,961.82
6.1.3 100% Planting and Irrigation PS&E																	2	24	40	80	120																										266	$38,250.00	-	-	-	-	-	-	-	-	-	-	$38,250.00
6.1.4 100% Structures PS&E						8			32			24	48																																112	$22,800.00	-	-	-	-	-	-	-	-	-	-	$22,800.00
Subtotal Phase 6	**0**	**0**	**24**	**40**	**0**	**8**	**0**	**0**	**32**	**0**	**0**	**104**	**48**	**160**	**160**	**80**	**2**	**24**	**40**	**80**	**120**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**922**	**$147,557.43**	**$8,961.82**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$21,465.60**	**$177,984.85**
7.0 Final PS&E SUBMITTAL																																																	
7.1 Final PS&E Submittal																																																	
7.1.1 Final Highway PS&E			8	16								40		120	160	240																														584	$81,261.77	-	-	-	-	-	-	-	-	-	13,721.60	$94,983.37
7.1.2 Final Electrical PS&E																																															0	$0.00	2,968.09	-	-	-	-	-	-	-	-	-	$2,968.09
7.1.3 Final Planting and Irrigation PS&E																40	2	24	80	100	140																										386	$54,750.00	-	-	-	-	-	-	-	-	-	-	$54,750.00
7.1.4 Final Structures PS&E						6			24			16	40																																86	$17,440.00	-	-	-	-	-	-	-	-	-	-	$17,440.00
7.2 Final PS&E Supporting Documentation			16	24								40		80	120																															280	$46,245.66	-	-	-	-	-	-	-	-	-	-	$46,245.66
7.3 Slope Stake Notes			4	8								40			80	40																														172	$25,530.88	-	-	-	-	-	-	-	-	-	-	$25,530.88
7.4 Design Cross Sections			4	8								40			80	40																														172	$25,530.88	-	-	-	-	-	-	-	-	-	-	$25,530.88
Subtotal Phase 7	**0**	**0**	**32**	**56**	**0**	**6**	**0**	**0**	**24**	**0**	**0**	**176**	**40**	**200**	**440**	**360**	**2**	**24**	**80**	**100**	**140**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1680**	**$250,759.19**	**$2,968.09**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$13,721.60**	**$267,448.88**
8.0 ENVIRONMENTAL REVALIDATION																																																	
8.1 Environmental Revalidation								40																				40	80																	160	$30,400.00	-	-	-	-	-	-	-	-	-	-	$30,400.00
Subtotal Phase 8	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**160**	**$30,400.00**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$30,400.00**
9.0 R/W ENGINEERING, R/W ACQUISITIONS, AND UTILITY COORDINATION																																																	
9.1 Boundary Resolution																						2	16	40	80	16	120																				274	$46,740.00	-	-	-	-	-	-	-	-	-	-	$46,740.00
9.2 Right of Way Exhibit			4	8								16		24	24	40																														116	$17,330.88	-	-	-	-	-	-	-	-	-	-	$17,330.88
9.3 Appraisals Maps																						8	16	40	40	16	40																				160	$30,440.00	-	-	-	-	-	-	-	-	-	-	$30,440.00
9.4 Plat and Legal Descriptions																						4	16	40	80	24	160																				324	$55,000.00	-	-	-	-	-	-	-	-	-	-	$55,000.00
9.5 Right of Way Appraisals and Acquisitions			8	24								40		40								2	8	24	24			30				8														208	$45,249.64	-	-	-	-	-	50,000.00	-	58,061.76	-	-	$153,311.40
9.6 Utility Coordination			24	24								40		80	80																																248	$42,351.68	-	-	-	-	-	-	-	-	-	34,304.00	$76,655.68
9.7 Right of Way Certification			4	8								40		40																																92	$16,530.88	-	-	-	-	-	-	-	-	-	-	$16,530.88
Subtotal Phase 9	**0**	**0**	**40**	**64**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**136**	**0**	**184**	**104**	**40**	**0**	**0**	**0**	**0**	**0**	**16**	**56**	**144**	**224**	**56**	**320**	**30**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1422**	**$253,643.08**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$50,000.00**	**$0.00**	**$58,061.76**	**$0**	**$34,304.00**	**$396,008.84**
10.0 PERMIT APPLICATIONS AND OBTAINING PERMITS																																																	
10.1 Environmental Permitting and Tree Survey								40																				40																	80	$16,600.00	-	-	-	-	-	-	25,005.31	-	-	-	$41,605.31
Subtotal Phase 10	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**80**	**$16,600.00**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$25,005.31**	**$0**	**$0**	**$0**	**$41,605.31**
11.0 PUBLIC OUTREACH																																																	
11.1 Public Outreach		24	24	24								24					8																		24		80										208	$42,288.69	-	23,734.73	-	-	-	-	-	-	-	$66,023.42
11.2 Property Owner Meetings		40																																													40	$14,961.69	-	-	-	-	-	-	-	-	-	-	$14,961.69
Subtotal Phase 11	**0**	**64**	**24**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**248**	**$57,250.37**	**$0**	**$23,734.73**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$80,985.10**
12.0 FUNDING SUPPORT																																																	
12.1 Grant Funding Applications					40																	128	36	60	174																				438	$92,550.00	-	-	-	-	-	-	-	12,798.00	-	-	$105,348.00
Subtotal Phase 12	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**128**	**36**	**60**	**174**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**438**	**$92,550.00**	**$0.00**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$12,798**	**$0**	**$105,348.00**
TOTAL HOURS	**56**	**368**	**454**	**496**	**40**	**90**	**40**	**80**	**296**	**100**	**120**	**1132**	**368**	**1608**	**1768**	**1040**	**28**	**202**	**289**	**470**	**540**	**60**	**120**	**252**	**334**	**94**	**452**	**170**	**80**	**120**	**40**	**248**	**36**	**60**	**174**	**140**	**186**	**24**	**0**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**12255**		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Anticipated Salary Increases																																															$103,054.89	**$2,638.32**	**$0.00**	**$139.62**	**$4,341.63**	**$0.00**	**$0.00**	**$1,143.99**	**$2,641.81**	**$0.00**	**$4,015.10**	**$117,975.36**
OTHER DIRECT COSTS																																														$103,332.00	**$462.50**	**$6,270.30**	**$14,598.00**	**$28,740.00**	**$0.00**	**$0.00**	**$294.70**	**$86,000.00**	**$0.00**	**$0.00**	**$239,697.50**
TOTAL COST	**$30,584**	**$137,648**	**$96,817**	**$116,428**	**$16,400**	**$27,000**	**$11,400**	**$20,800**	**$71,040**	**$22,500**	**$24,600**	**$203,760**	**$64,400**	**$265,320**	**$247,520**	**$114,400**	**$7,980**	**$54,540**	**$52,020**	**$63,450**	**$59,400**	**$21,000**	**$32,400**	**$52,920**	**$50,100**	**$15,980**	**$70,060**	**$63,750**	**$32,000**	**$36,000**	**$7,600**	**$38,440**	**$12,060**	**$13,800**	**$30,450**	**$20,300**	**$31,620**	**$5,280**	**$0**	**$10,800**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$2,458,952.70**	**$62,827.11**	**$30,005.03**	**$42,660.64**	**$119,914.10**	**$0.00**	**$50,000.00**	**$26,444.00**	**$146,703.57**	**$12,798.00**	**$137,903.10**	**$3,088,208.25**
O. OPTIONAL TASKS																																																	
OT-1 Design Support During Bidding and Construction		40	80	120		14			38			120	28	240	240	80		12	68	60															100	120				2	8	16	24	8	24	1442	$256,749.98	5,811.21	-	-	-	-	-	-	-	-	-	$262,561.19
OT-2 3D Rendered Drive Through and Walk-Through Videos																																					24	144	110								278	$46,050.00	-	-	-	-	-	-	-	-	-	-	$46,050.00
OT-3 Napa Sanitation District Sewer Upgrades																																																	
Project Management, Meetings and Coordination																															3									10	10	6	6	6	2	43	$10,970.00	-	-	-	-	-	-	-	-	-	-	$10,970.00
35% PS&E																																									8	4	14	22	48	$8,270.00	-	-	-	-	-	-	-	-	-	-	$8,270.00
65% PS&E																																							4	4	28	14	22	22	94	$18,750.00	-	-	-	-	-	-	-	-	-	-	$18,750.00
95% PS&E																																							1	1	12	10	18	18	60	$11,110.00	-	-	-	-	-	-	-	-	-	-	$11,110.00
100% PS&E																																							1	1	12	8	20	24	66	$11,960.00	-	-	-	-	-	-	-	-	-	-	$11,960.00
Final PS&E																																							2	2	16		16	24	60	$11,280.00	-	-	-	-	-	-	-	-	-	-	$11,280.00
OT-4 Intersection Safety and Operations Assessment Process (ISOAP)																																																	
Subtotal Optional Tasks	**0**	**40**	**80**	**120**	**0**	**14**	**0**	**0**	**38**	**0**	**0**	**120**	**28**	**240**	**240**	**80**	**0**	**12**	**68**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**100**	**123**	**24**	**144**	**110**	**20**	**26**	**98**	**66**	**104**	**136**	**2091**	**$375,139.98**	**$5,811.21**	**$0**	**$0**	**$0**	**$0**	**$45,000.00**	**$0**	**$0**	**$0**	**$0**	**$425,951.19**
TOTAL HOURS - OPTIONAL	**0**	**40**	**80**	**120**	**0**	**14**	**0**	**0**	**38**	**0**	**0**	**120**	**28**	**240**	**240**	**80**	**0**	**12**	**68**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**100**	**123**	**24**	**144**	**110**	**20**	**26**	**98**	**66**	**104**	**136**	**2091**		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Anticipated Salary Increases (5% for 3 years)																																															$12,134.98	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$12,134.98**
OTHER DIRECT COSTS - OPTIONAL																																														$1,200.00	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,200.00**
TOTAL COST - OPTIONAL	**$0**	**$14,962**	**$17,060**	**$28,168**	**$0**	**$4,200**	**$0**	**$0**	**$9,120**	**$0**	**$0**	**$21,600**	**$4,900**	**$39,600**	**$33,600**	**$8,800**	**$0**	**$3,240**	**$12,240**	**$8,100**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$14,500**	**$20,910**	**$5,280**	**$25,920**	**$14,850**	**$7,000**	**$8,060**	**$22,050**	**$12,540**	**$18,720**	**$19,720**		**$388,474.96**	**$5,811.21**	**$0**	**$0**	**$0**	**$0**	**$45,000.00**	**$0**	**$0**	**$0**	**$0**	**$439,286.17**

* Optional tasks selected for award