



**CITY OF HEALDSBURG  
CITY COUNCIL AGENDA STAFF REPORT**

**MEETING DATE:** October 20, 2025

**SUBJECT:** Professional Services Agreement with Mark Thomas and Company Inc.

**PREPARED BY:** Terrie Zwillinger, Senior Project Manager

**STRATEGIC INITIATIVE(S):**

Maintain and Improve Infrastructure and Facilities

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**RECOMMENDED**

**ACTION(S):**

Adopt a Resolution approving a Professional Services Agreement with Mark Thomas and Company Inc. for engineering services for the US 101/Dry Creek Road Interchange Improvements Project in the not-to-exceed amount of \$407,115.07, approving a Cooperative Funding Agreement with Sonoma County Transportation and Climate Authorities in the amount of \$500,000, approving a Cooperative Agreement with Caltrans in the amount of \$213,000, authorizing the City Manager to execute the Agreements, and amending the Adopted Fiscal Year 2025-26 Budget.

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**COMMUNITY ENGAGEMENT/OUTREACH:**

The City held a Public Information meeting for the US 101/Dry Creek Road Interchange Improvements Project on July 17, 2025, to solicit input from the community on the Project, in addition to four other City projects. An online survey was available from July 15, 2025, to July 25, 2025, for the public to provide direct input about the five projects. The City received 35 responses specific to the US 101/Dry Creek Road Interchange Project, including requests to address pedestrian and bicyclist safety with visibly separated facilities, evaluate roundabout and signal control options during the pre-design phase, and clarify cost, benefits, and project timing relative to the broader City needs.

The City will continue to engage the public and stakeholders through the project initiation document (PID) phase and additional phases of the project. The outreach is anticipated to include public engagement meetings, establishment of a stakeholder group, mailers to residents, social media posts, and a project specific page on the City's website. There will be as needed updates to the City Council in the form of memorandum or presentation.

**BACKGROUND:**

The US 101/Dry Creek Road interchange was constructed in early 1960s as part of the Healdsburg freeway bypass. The Dry Creek Road corridor from the western City limits to Healdsburg Avenue

is one of the busiest locations in the City. In 2020, as an interim improvement to reduce delays, east and westbound STOP signs were added at the southbound on/off ramp intersection and Dry Creek Road was widened to add left turn lanes for both the northbound and southbound ramp access. The interim improvements were implemented through a cooperative agreement with Sonoma County in 2020 and reduced traffic backups; however, peak hour delays are still excessive.

Sonoma County and the City of Healdsburg, in partnership, agree that additional improvements to the interchange are a high priority for both agencies. The existing US 101/Dry Creek Road Interchange cannot accommodate the existing and future traffic volumes, which causes backups at the ramp intersections and east of the interchange. Currently there are no sidewalks on either side of Dry Creek Road under US 101, and the signalized intersection of Dry Creek Road and Grove Street lacks compliant curb ramps and pedestrian push buttons.

In 2020, a Feasibility Study Report (Study) was prepared to identify a project to resolve traffic impacts and improve bicycle and pedestrian safety to the US 101/Dry Creek Road Interchange area. The Study proposed a project consisting of either a roundabout couplet or coordinated traffic signals at the on and off ramps at the interchange to improve traffic operations, installation of new sidewalks, upgraded bike facilities, and the replacement of curb ramps and pedestrian push buttons on all four corners of the Dry Creek Road/Grove Street intersection.

In April of 2024, the City was awarded \$500,000 as part of the Sonoma County Transportation and Climate Authority (SCTCA) Funding Program Cycle 1 for the development of a Project Initiation Document (PID) for the US 101/Dry Creek Road Interchange Improvements Project. In order to receive and utilize the funds, it is necessary to execute a cooperative funding agreement with SCTCA.

In August of 2025, with City Council support, staff submitted a grant application to the SCTCA for five priority projects, one of which was the US 101/Dry Creek Road Interchange Improvements Project (as described in the 2020 Feasibility Study). The application to SCTCA requested \$12M in grant funds for both design and construction phases of the Project. The total Project cost is estimated to be \$17M. Sonoma County has committed to providing \$2M for the construction phase because a portion of the proposed improvements is within the County's right-of-way.

Notification of potential grant funding award is expected to occur by the winter of 2026. If the Project receives the grant funding, the next phases would be environmental and design, with construction estimated to be complete in 2030.

Because a portion of the Project improvements are within State Highway right-of-way, the Project is required to follow a specific Caltrans project development process. The first step in this process is the preparation of a Project Initiation Document (PID), followed by Project Approval and Environmental Document (PA&ED), Plans Specifications and Estimate (PS&E), right-of-way, and finally construction. Because the Project is partially located within Caltrans right-of-way, the entire process typically takes between 45 to 90 months to complete, depending on the complexity of the Project.

The PID phase consists of preparing a Project Study Report/Project Development Support (PSR/PDS) document that confirms the purpose and need of the project, outlines refined project alternatives, documents stakeholder input/public outreach, determines anticipated right-of-way requirements, provides updated cost estimates and schedule, and defines the approach for the environmental and traffic studies that would be undertaken in a future Project Approval and Environmental Document phase.

In order to reimburse Caltrans for review and approval of the PID, the City and Caltrans will enter into a Cooperative Agreement for the PID. The estimated reimbursements included in the Cooperative Agreement are \$213,000 for Caltrans staff time, which includes quality management, review of existing reports, data, studies and mapping, along with the PID circulation, review, and approval.

On June 23, 2025, City staff advertised a request for proposals (RFP) from qualified consultant firms with relevant experience and knowledge to prepare the PID for the Project.

Three qualified firms submitted proposals within the specified submittal deadline. Staff reviewed the proposals and determined they met the minimum submittal requirements, including scope of services, liability coverage, submittal forms, and statements. Staff further evaluated the proposals against pre-established criteria, contacted references, and conducted interviews. The interview panel was made up of City staff and representatives from Caltrans, Sonoma County, and SCTCA. Based on this extensive evaluation, Mark Thomas and Company Inc. (Mark Thomas) was deemed most qualified to complete this work.

#### **DISCUSSION/ANALYSIS:**

Staff met with Mark Thomas for a detailed discussion about scope, schedule, the City's expectations, and the proposed fee estimate for services. Staff negotiated portions of the scope and fee with Mark Thomas and have determined that the cost of services in the amount of \$407,115.07 is reasonable.

The completed and approved PID will be used as the basis for the next phases of the Project.

#### **ENVIRONMENTAL STEWARDSHIP:**

Reuse, recycling, waste diversion, construction vehicle emission reduction, and storm water treatment will be implemented into the design where possible.

#### **ALTERNATIVES:**

Staff recommends City Council adopt the attached resolution to approve a Professional Services Agreement with Mark Thomas to provide engineering services for the PID phase of US 101/Dry Creek Road Interchange Improvements Project, approve a Cooperative Funding Agreement with SCTCA in the amount of \$500,000, and approve a Cooperative Agreement with Caltrans in the amount of \$213,000.

The City Council may choose not to adopt the recommended resolution and direct staff to readvertise the RFP, not accept the grant funding, or not move forward with the Project at this time. However, this would jeopardize the \$500,000 in SCTCA funding, potentially jeopardize receiving the potential future \$12,000,000 in grant funding and leave the existing interchange

deficiency unaddressed.

**FISCAL IMPACT:**

The proposed PID phase engineering design services contract with Mark Thomas is for an amount not-to-exceed \$407,115. The estimated fee for the Caltrans Cooperative Agreement staff time review reimbursement is \$213,000. City staff costs are estimated to be \$79,885, bringing the total PID phase budget to \$700,000.

The current Fiscal Year 2025-26 Adopted Budget does not include funding for the project. Staff recommends amending the current fiscal year budget by appropriating the \$500,000 of SCTCA State Transportation Improvement Program Exchange Funds (SEF) along with \$200,000 from the Traffic Impact Fee Fund for the PID phase of the project.

There are sufficient available funds in the Traffic Impact Fee Fund.

**ENVIRONMENTAL ANALYSIS:**

Approval of the professional services agreement or cooperative agreements are not a project pursuant to the California Environmental Quality Act (CEQA) because it can be seen with certainty based on substantial evidence in the record that the approval constitutes a government fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. (CEQA Guidelines section 15378(b)(4).) Further, the approval is an administrative activity that would not have the potential to either (1) cause a direct physical change in the environment or (2) cause a reasonably foreseeable indirect physical change in the environment. The US 101/Dry Creek Road Interchange Project PID Phase is the preparation of a scoping document. Therefore, any CEQA analysis would be speculative at this time.

**ATTACHMENT(S):**

Resolution  
Exhibit A - Budget Amendment  
Mark Thomas Proposal  
Caltrans Cooperative Agreement  
SCTCA Cooperative Funding Agreement

## CITY OF HEALDSBURG

## RESOLUTION NO. \_\_ - 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS AND COMPANY INC. FOR ENGINEERING SERVICES FOR THE US 101/DRY CREEK ROAD INTERCHANGE IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$407,115.07, APPROVING A COOPERATIVE FUNDING AGREEMENT WITH SONOMA COUNTY TRANSPORTATION AND CLIMATE AUTHORITIES IN THE AMOUNT OF \$500,000, APPROVING A COOPERATIVE AGREEMENT WITH CALTRANS IN THE AMOUNT OF \$213,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS, AND AMENDING THE ADOPTED FISCAL YEAR 2025-26 BUDGET

WHEREAS, the existing US 101/Dry Creek Road Interchange cannot accommodate the existing and future traffic volumes, resulting in backups at the ramp intersections and east of the interchange; and

WHEREAS, currently there are no sidewalks on either side of Dry Creek Road under US 101 and the signalized intersection of Dry Creek Road and Grove Street lacks compliant curb ramps and pedestrian push buttons; and

WHEREAS, Sonoma County and the City of Healdsburg, in partnership, agree that additional improvements to the interchange are a high priority for both agencies; and

WHEREAS, in 2020, a Feasibility Study Report (Study) was prepared to identify a project to resolve traffic impacts and improve bicycle and pedestrian safety to the US 101/Dry Creek Road interchange area; and

WHEREAS, the Study proposed a project consisting of either a roundabout couplet or coordinated traffic signals at the on and off ramps at the interchange to improve traffic operations, installation of new sidewalks and upgraded bike facilities, and the replacement of curb ramps and pedestrian push buttons on all four corners of the Dry Creek Road/Grove Street intersection; and

WHEREAS, in April of 2024 the City was awarded \$500,000 as part of the Sonoma County Transportation and Climate Authorities (SCTCA) Funding Program Cycle 1 for the development of a Project Initiation Document (PID) for the US 101 / Dry Creek Road Interchange Improvements Project; and

WHEREAS, a portion of the Project improvements are within State Highway right-of-way, which requires the Project to follow a specific Caltrans project development process; and

WHEREAS, the first step in the Caltrans project development process is the preparation of a Project Initiation Document (PID); and

WHEREAS, in order to reimburse Caltrans for review and approval of the PID, the City and Caltrans will enter into a Cooperative Agreement for the PID in the amount of \$213,000; and

WHEREAS, on June 23, 2025, City staff requested proposals (RFP) from qualified consultant firms/teams with relevant experience and knowledge to prepare the PID and received three proposals; and

WHEREAS, staff reviewed the proposals and interviewed all three firms; and

WHEREAS, based on the evaluation, Mark Thomas and Company Inc. (Mark Thomas) was determined to be the firm best suited to complete the PID; and

WHEREAS, the proposed fee by Mark Thomas for services is a not to exceed amount of \$407,115.07; and

WHEREAS, the completed and approved PID will be used as the basis for the next phases of the Project; and

WHEREAS, in conjunction with the design contract, the estimated fee for the Caltrans Cooperative Agreement is \$213,000 and staff costs are estimated to be \$79,885, bringing the total cost for the PID phase to \$700,000; and

WHEREAS, the current adopted Fiscal Year 2025-26 (FY25/26) Budget does not include funding for the project; and

WHEREAS, staff recommends amending the current fiscal year budget by appropriating the \$500,000 of SCTCA State Transportation Improvement Program Exchange Funds along with \$200,000 from the Traffic Impact Fee Fund for the PID phase of the project; and

WHEREAS, the recommended actions do not constitute a "project" under CEQA, pursuant to Section 15378(b)(4) of the California Environmental Quality Act (CEQA) and no further action is required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Healdsburg hereby:

1. Approves a Professional Services Agreement with Mark Thomas to provide engineering services for the US 101/Dry Creek Road Interchange Improvements Project for a not to exceed amount of \$407,115.07.
2. Approves a Cooperative Funding Agreement with Sonoma County Transportation and Climate Authorities in the amount of \$500,000.
3. Approves a Cooperative Agreement with Caltrans in the amount of \$213,000.
4. Authorizes the City Manager to execute the Agreements.

5. Amends the adopted Fiscal Year 2025-26 budget as depicted in the attached Exhibit A.

PASSED, APPROVED, AND ADOPTED, this 20<sup>th</sup> day of October, 2025, by the following vote:

SO ORDERED:

ATTEST:

\_\_\_\_\_  
Evelyn L. Mitchell, Mayor

\_\_\_\_\_  
Raina Allan, City Clerk

Resolution No.  
Exhibit A

Item 8.a

<b>FY 25-26 Budget Amendment</b>			
<b>Account Number</b>	<b>Increase Amount</b>	<b>Decrease Amount</b>	<b>Description</b>
512-6162-45000-ST015	\$ 700,000		Establish Budget for US-101 and Dry Creek Road Interchange Project ST015
512-1000-39001-00000	\$ 200,000		Increase Transfer In from Traffic Impact Fee Fund for Project ST015
910-8080-42301-00000	\$ 200,000		Increase Transfer Out to Streets Capital Fund for Project ST015
512-1000-34004-00000	\$ 500,000		Increase SCTCA Grant Revenue for Project ST015

## SCOPE OF SERVICES (9/15/2025)

The City completed a feasibility study in October of 2020 for the US 101/Dry Creek Road Interchange Project that evaluated potential alternatives for local road improvements along Dry Creek Road between Kinley Drive west of US 101 to just east of Grove Street on the east side of US 101. The feasibility study evaluated alternative intersection treatments where the US 101 northbound and southbound ramps connect with Dry Creek Road that could include signals or roundabouts. The City intends to seek future funding for the Project that could come from State or Federal funding sources, which requires the Project to be programmed to be eligible for funding. With the completion of the 2020 feasibility study, the City is moving forward to undertake the Project Initiation Document (PID) phase under Caltrans oversight for the project. A PSR-PDS will be prepared to document the findings of the PID phase, confirm the purpose and need of the project, outline refined project alternatives, provide updated cost estimates and schedule, and define the approach for the environmental and traffic studies that would be undertaken in a future PA&ED phase.

The Mark Thomas Team will perform the following major tasks.

**TASK 1. PROJECT MANAGEMENT (WBS 100)**

**TASK 2. ENGINEERING STUDIES (WBS 150.10)**

**TASK 3. PREPARATION OF PROJECT INITIATION DOCUMENT - PROJECT STUDY REPORT (WBS 150)**

**OPTIONAL TASKS**

### TASK 1. PROJECT MANAGEMENT

#### 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 PID phase will occur over nine (9) months from NTP through to the approval by Caltrans of the PSR-PDS.

#### 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 PDT meetings 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 participate in 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 nine (9) PDT meetings including kick-off (pre-PID meeting) held in a virtual format

- Up to nine (9) focused meetings with Caltrans Functional Units held in a virtual format
- Up to nine (9) meetings held with City in virtual format
- One (1) project presentation to City Council

#### 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 will 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 develop the Risk Register, monitor, discuss during the monthly PDT meetings, and include as an attachment in the PSR-PDS.

### **Task 1.3. QA/QC**

Mark Thomas will establish, implement, and maintain a Quality Management Plan (QMP) that meets the City and Caltrans Quality Assurance (QA) Program requirements. The City and Caltrans will review the QMP for conformance with these requirements. The QMP will establish the Mark Thomas 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. 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)
- QMP (PDF)

## TASK 2. ENGINEERING STUDIES (WBS 150.10)

### Task 2.1. Data Collection

Mark Thomas will request, collect, assemble, and review all pertinent and available project information, including, but not limited to, prior reports, environmental documents, environmental technical reports, CAD files and drawings, and other relevant correspondence.

Mark Thomas will send "A Letters" on City letterhead to utility companies with facilities in the project area project, requesting updated copies of their existing facility maps. Mark Thomas will prepare updated existing base utility mapping.

Encroachment permit applications will be prepared on City letterhead for submittal to Caltrans and Sonoma County for field work that will include visual observations of the project area.

### Task 2.2. Environmental

Mark Thomas will prepare a mini-Preliminary Environmental Analysis Report (PEAR) document for the project based on the draft PEAR completed as a part of the feasibility study. The mini-PEAR will be prepared using the latest guidance and template available from the Caltrans SER. It is anticipated that the mini-PEAR will evaluate up to two build alternatives. The Purpose and Need (P&N) statement from the 2020 feasibility study will be re-evaluated and refined, if needed.

Building from the draft PEAR in the feasibility study, baseline information for the project area will be updated and/or collected and summarized in each environmental issue area in order to determine which technical studies will be required during PA&ED. For biological resources, cultural resources, farmland, visual and paleontological resources, record and map searches as well as a desktop survey will be conducted to determine what level of technical study will likely be required for environmental approval. Other environmental resources (e.g., land use, growth, community impacts, hydrology/floodplain, water quality, geology/soils, hazardous materials, air quality, noise, and energy) will be evaluated for the project using background research from available research materials and online resources.

As requested in the RFP, a Phase I ISA may be prepared during the PID phase. If the City desires a Phase I ISA at this time, the Mark Thomas team will ensure one is completed in tandem with the mini-PEAR for an added scope/fee. For the purposes of this proposal, we assume the Phase I ISA will be prepared during the PA&ED phase.

The draft mini-PEAR will be submitted to Caltrans for review and comment. We anticipate attending one virtual meeting that focuses on the mini-PEAR (Included in Task 1.2), and will respond to Caltrans comments on the draft (two rounds) before preparing the final mini-PEAR.

### Task 2.3. Traffic Engineering Performance Assessment (TEPA)

A TEPA will be prepared by W-Trans in the format required by Caltrans, including the following information:

- Operation under existing volumes, with existing geometrics and controls as well as with the improvements under consideration;
- Operation under anticipated future volumes, with both the existing and potential future configurations;
- Warrants for converting to signalization, if appropriate;
- Queuing and associated turn lane length requirements;
- Review of the collision history and analysis of the collision rates;
- Estimate of the crash reduction potential associated with the potential future improvements, and;

- Need for additional improvements to achieve desired operational and safety conditions, if shortcomings in the proposed project are identified.

Note that no analysis of freeway operations is proposed as the project would not have a long-term effect on the freeway, though short-term effects may occur during construction. No new traffic counts are proposed.

## **Task 2.4. Intersection Safety and Operational Assessment Process (ISOAP)**

It is assumed that a streamlined Stage 1 Intersection Safety and Operational Process (ISOAP) report will be needed as the project includes conversion to a signal or roundabout and the daily volume is less than 25,000 vehicles entering either ramp intersection. W-Trans will lead the preparation of the ISOAP report, including the following tasks:

- Assist the design team in determining intended project outcomes, place type and design vehicle. Compile available data.
- Assess pedestrian and bicycle access. While pedestrian activity is uncommon given the lack of attractors on the west side of the interchange, there is substantial bicycle traffic that must be accommodated.
- Determine numbers of lanes needed for use by the design team in evaluating right-of-way needs.
- Assess transit and freight needs to ensure geometrics accommodate such traffic.
- Conduct safety assessment (note that this task is also covered in the TEPA scope above).

## **Task 2.5. Hydraulic/Hydrology Studies**

Mark Thomas shall perform preliminary hydraulics/hydrology studies to analyze on-site and off-site storm water flows for the project build alternatives. Mark Thomas shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project design. This task will include preparation of a preliminary Storm Water Data Report (SWDR) appropriate for the PID phase following Caltrans policies and procedures. It is assumed one SWDR will be prepared covering up to two (2) build alternative.

## **Task 2.6. Right of Way Requirements**

Mark Thomas shall perform the work necessary to utilize GIS level information to verify and document the existing right of way and prepare exhibits showing estimated right of way requirements (temporary and permanent) for up to two (2) build alternatives. Mark Thomas shall perform the work necessary to utilize GIS level information to verify and document the existing right of way and prepare exhibits showing estimated right of way requirements (temporary and permanent) for up to two (2) build alternatives. The resulting information will be included in a Right of Way Data Sheet prepared by Monument that will be included as an attachment to the PSR-PDS.

## **Task 2.7. Cost Estimates**

Mark Thomas will prepare quantities and unit costs for the proposed improvements. A total of two (2) cost estimates will be prepared using the 11-page Caltrans Preliminary Project Cost Estimate Summary. Approximate quantities will be developed, and unit costs determined based on the Caltrans Contract Cost Data database and recent applicable bid results. The 11-page estimate will also include supplemental items, state furnished materials and an estimate of Capital Outlay Support Costs. Preliminary costs for right of way acquisitions and identified utility relocations will also be included; these costs will be determined based on recently completed acquisitions and relocations within the project area.

## **Task 2.8. Base Maps and Plan Sheets**

Mark Thomas will prepare base maps and plan sheets for the review and approval of the Geometric Drawings (GeDs) for up to two (2) build alternatives. Plan sheets shall include horizontal and vertical alignments, typical sections, roadway

layouts, signage and striping, preliminary drainage, permanent BMP locations, and existing utilities. Preparation of the base maps and plans sheets shall be performed in close coordination with Caltrans design staff.

Any design features not meeting the current version of the Caltrans Highway Design Manual (HDM) shall be documented in a risk matrix in the PSR-PDS with an associated probability of approval by Caltrans (Low, Medium or High). This scope specifically excludes preparation of a Design Standard Decision Document (DSDD). The PID phase does not require the preparation or approval of design exceptions as that takes place in the future PA&ED phase.

Mark Thomas will identify key aesthetic features for up to two (2) project alternatives. Aesthetic features may include gateways and/or monuments, placement of public art per the City's Public Arts Policy, aesthetic hardscape treatments, enhanced planting features, LID treatments, etc. This task will include preparation of one schematic planting design plan and up to two (2) illustrative sections per alternative. The schematic planting plan will call out aesthetic features and show tree placement and ground plane massings on a single sheet (at 30-scale) per alternative. The planting plan will be color-rendered and will include a recommended plant palette.

## Task 2.9. Public Outreach

Mark Thomas will provide support to the City for the following public outreach activities:

- One (1) pop-up event not exceeding 2 hours
- Up to three (3) exhibit boards for the pop-up event
- Postcards for distribution at the pop-up event with QR code linking to City website in both English and Spanish. Postcards can also be left at public buildings such as City offices and libraries
- One (1) virtual public workshop not exceeding 2 hours
- City website update materials including exhibits and on-line survey

Mailing of post cards to property owners adjacent to the project limits is excluded but could be included for an additional cost. Mark Thomas will prepare a summary report of the public outreach undertaken for the PID phase.

## TASK 2 DELIVERABLES

- Utility "A" Letters (PDF)
- Encroachment Permit Applications on City Letterhead (PDF)
- Updated Utility Base Mapping (DWG)
- Draft/Final PEAR (PDF)
- Draft/Final TEPA (PDF)
- Draft/Final ISOAP Report (PDF)
- Draft/Final SWDR (PDF)
- Draft/Final R/W Requirements Exhibit (PDF)
- Draft/Final R/W Data Sheet (PDF)
- Updated R/W Base Mapping (DWG)
- Draft/Final Cost Estimates (PDF)
- Draft/Final GeDs (PDF)
- Draft/Final Nonstandard Design Feature Matrix (PDF)
- Draft/Final Schematic Planting Plans and Sections (PDF)
- Public Outreach Materials (PDF)
- Public Outreach Summary Report (PDF)
- Responses to Deliverable Comments (PDF)

## TASK 3. PREPARATION OF PROJECT INITIATION DOCUMENT - PROJECT STUDY REPORT (WBS 150)

### Task 3.1. Prepare PSR-PDS Supporting Documents

Mark Thomas will prepare supporting documentation required for the PSR-PDS based upon the requirements of the Caltrans Project Development Procedures Manual (PDPM). This includes the following:

- Quality Management Plan Scoping Document - Project specific Quality Assurance/Quality Control (QA/QC) plan
- Division of Engineering PSR-PDS Scoping Checklist
- Transportation Planning Scoping Information Sheet (TPSIS)
- Design Scoping Index – Discussion of anticipated alignments and alternatives and identification of any anticipated design exceptions.
- PSR-PDS Surveys Needs Questionnaire
- Complete Streets Decision Document (CSDD)

### Task 3.2. Prepare PSR-PDS

Mark Thomas will prepare the PSR-PDS for the project and include all the attachments documented elsewhere in this work plan.

### **TASK 3 DELIVERABLES**

- Draft/Final Quality Management Plan Scoping Document (PDF)
- Draft/Final PSR-PDS Scoping Checklist (PDF)
- Draft/Final TPSIS (PDF)
- Draft/Final Design Scoping Index (PDF)
- Draft/Final PSR-PDS Survey Needs Questionnaire (PDF)
- Draft/Final CSDD (PDF)
- Draft/Final PSR-PDS (PDF)
- Responses to Deliverable Comments (PDF)

## KEY OVERALL PROJECT ASSUMPTIONS

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

1. No survey mapping will be prepared for the PID phase in order to meet the 9-month delivery schedule. Available photographic aerial imagery will be utilized for the development of the GeDs and other supporting exhibits.
2. No structures are required and no impacts to the existing bridge structure supporting the US 101 mainline.
3. No geotechnical analysis supporting the structure design is required.
4. Project plans will be prepared in AutoCAD (DWG), using drafting standards as documented in the latest Caltrans Plan Preparation Manual.
5. If required, no fee encroachment permits will be secured from Caltrans, Sonoma County and the City of Healdsburg.
6. City will secure any needed permissions to enter upon private property to access and study/investigate the project area.

7. All deliverables will be developed in a draft format, submitted for comment, and then a final version will be developed and approved by the City/Caltrans.
8. Typical review cycles by Caltrans are 4 weeks. To meet a 9-month delivery schedule to complete the PID phase, 2 week review cycles are assumed. Caltrans buy-in on this approach will be required.

## OPTIONAL TASKS

### OT-1 TOPOGRAPHIC MAPPING

#### Control Survey

Mark Thomas will perform a field survey to set control points along the alignment that will facilitate the collection of mobile LIDAR data. The horizontal survey datum will be the system will be California State Plane Coordinate (SPC) System California State Plane Coordinate (SPC) System (NAD83(2011)), US Survey feet based upon measurements to the current CSRC/SOPAC control network and in compliance with California public resources code. The vertical datum shall be the NAVD88 Datum, US Survey feet based upon ties the same network. Targets will be placed approximately every 1500'. This task is limited to three (3) days of field work for a 3 person crew and two (2) days of field work for a 2 person crew.

#### Mobile Terrestrial LIDAR Survey (MTLS)

Once control targets are set Mark Thomas will drive the project route to capture (scan) the LIDAR Data. Mark Thomas will process the data from the control survey and utilize the coordinate values to process the trajectories of the mobile scan. Once trajectory processing is complete the MTLS point cloud will be prepared for mapping that will serve as the base map to facilitate design efforts along the route.

#### Base Mapping from MTLS Point Cloud

Mark Thomas will utilize the processed point cloud to create a basemap to facilitate design efforts. Office staff will extract from the point cloud pertinent accessible/visible above ground features including sidewalks, building faces, fences, surface visible evidence of utilities, storm and sewer manhole lids, drain inlets, tree limits, street lighting, signing, striping, and markings along the project route. Limits of mapping will generally be from back of walk or edge of pavement (whichever is more applicable) on each side. Curb and gutter, street cross sections and data between curbs is excluded. Mapping will include planimetrics and a Digital Terrain Model.

### **DELIVERABLES**

- Topographic Mapping (DWG and DTM)

Agreement No. 04-3068  
Project No.: 0425000291  
EA: 04-3X600  
04-SON-101-36.3/36.3

**COOPERATIVE AGREEMENT COVER SHEET**

**Work Description**

THIS PROJECT PROPOSES TO IMPROVE TRAFFIC OPERATION ALONG DRY CREEK ROAD, BETWEEN KINLEY DRIVE AND GROVE STREET IN THE CITY OF HEALDSBURG, TO REDUCE TRAFFIC CONFLICTS AND BACKUPS AT THE US 101 RAMP INTERSECTIONS AND IMPROVE BICYCLE AND PEDESTRIAN ACCESS

**Contact Information**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

**CALTRANS**

Samira Norouzpour, Project Manager  
111 Grand Avenue  
Oakland, CA 94612  
Office Phone: (510) 846-6374  
Email: Samira.Norouzpour@dot.ca.gov

**CITY OF HEALDSBURG**

Terrie Zwillinger, Sr. Project Manager  
401 Grove Street  
Healdsburg, CA 95448  
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## COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Healdsburg, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as City.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
  
2. For the purpose of this AGREEMENT, *this project proposes to improve traffic operation along Dry Creek Road, between Kinley Drive and Grove Street in the City of Healdsburg, to reduce traffic conflicts and backups at the US 101 ramp intersections and improve bicycle and pedestrian access*, will be referred to hereinafter as PROJECT. City desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).
  
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
  - PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional

funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. City is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- City is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

11. City will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the

entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

13. City is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

15. Unless otherwise documented in the Reimbursement Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. Unless otherwise documented in the Reimbursement Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Reimbursement Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

### **CALTRANS' Quality Management**

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and

owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that City's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. City will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

**Project Initiation Document (PID)**

22. As the PID IMPLEMENTING AGENCY, City is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.
23. Should City request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, City agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.

24. CALTRANS will be responsible for completing the following PID activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.05.10.xx Quality Management	YES
150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping	YES
150.25.20 PID Circulation, Review, and Approval	YES

25. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

26. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

27. CALTRANS will actively participate in the Project Development Team meetings.

28. The PID will be signed on behalf of City by a Civil Engineer registered in the State of California.

29. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to City within 60 calendar days from the date CALTRANS received the draft PID from City. City will address the comments provided by CALTRANS. If any interim reviews are requested

of CALTRANS by City, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from City.

After City revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from City. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, City will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after City provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by City under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

### **Additional Provisions**

#### *Standards*

30. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

#### *Noncompliant Work*

31. CALTRANS retains the right to reject noncompliant WORK. City agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety,

preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

- 32. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

- 33. City will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

- 34. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. City, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to City at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
- 35. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

- 36. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a

qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

37. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

38. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

39. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

40. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

41. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of City in concert with the local

agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

42. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
43. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
44. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

45. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
46. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

47. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
48. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

49. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

50. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
51. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

**GENERAL CONDITIONS**

52. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

**Venue**

53. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the

CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

54. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

**Indemnification**

55. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by City, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon City under this AGREEMENT. It is understood and agreed that City, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by City, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

56. Neither City nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless City and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability

occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

### **Non-parties**

57. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
58. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

### **Ambiguity and Performance**

59. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

60. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

### **Defaults**

61. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

62. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute

themselves, the CALTRANS District Director and the Executive Officer of City will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

63. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

**Prevailing Wage**

64. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

**REIMBURSEMENT SUMMARY**

<b>FUNDING TABLE</b>				
<b><u>IMPLEMENTING AGENCY:</u></b>			<b><u>City</u></b>	
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>PID</b>	<b>Totals</b>
LOCAL	City	Measure	213,000	213,000
Totals			213,000	213,000

<b>SPENDING TABLE</b>		
	<b>PID</b>	
<b>Fund Type</b>	<b>CALTRANS</b>	<b>Totals</b>
Measure	213,000	213,000
Totals	213,000	213,000

## **Funding**

1. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

## **Invoicing and Payment**

2. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, City; will pay invoices within five (5) calendar days of receipt of invoice.
3. If City has received EFT certification from CALTRANS then City will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
4. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

### **Project Initiation Document (PID)**

5. CALTRANS will invoice City for a \$35,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PROJECT INITIATION DOCUMENT (PID) expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and City will reimburse for actual costs incurred and paid.

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_  
Wajahat Nyaz  
Deputy District Director, Design

**Verification of Funds and Authority:**

\_\_\_\_\_  
Jeffrey Kuehnel  
District Budget Manager

**Certified as to financial terms and policies:**

\_\_\_\_\_  
Percy Ramil  
HQ Accounting Supervisor

\_\_\_\_\_  
HQ Legal Representative  
HQ Legal Rep Title

**CITY OF HEALDSBURG**

\_\_\_\_\_  
Jeff Kay  
City Manager

**Attest:**

\_\_\_\_\_  
Raina Allan  
City Clerk

\_\_\_\_\_  
Samantha W. Zutler  
City Attorney

## Attachment 4

**COOPERATIVE FUNDING AGREEMENT NO. SCTA-26007**  
**BETWEEN**  
**THE SONOMA COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**THE CITY OF HEALDSBURG**

Item 8.a

This Agreement is made and entered into as of October 6, 2025 (“Effective Date”) by and between the CITY OF HEALDSBURG hereinafter referred to as “**CITY**” and the **SONOMA COUNTY TRANSPORTATION AUTHORITY** hereinafter referred to as “**AUTHORITY.**”

WHEREAS, **AUTHORITY** adopted the 2022 Measure M Strategic Implementation Plan that sets forth **AUTHORITY’s** program and project implementation with regard to use of funds provided under the 2004 Traffic Relief Act for Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as “Measure M”). The 2022 Strategic Implementation Plan as such plan may be amended from time to time is hereinafter referred to as the “Strategic Implementation Plan”.

WHEREAS, **AUTHORITY** adopted SCTA Resolution #2023-023 of the Board of Directors that sets forth **AUTHORITY’s** intentions to exchange State Transportation Improvement Program (STIP) funds with Measure M funding, for the purpose of implementing STIP eligible projects.

WHEREAS, **CITY** is in planning and preliminary phases for a proposed, potential project for improvements of the Dry Creek Interchange project on US 101 in the area of northern Healdsburg. As part of that effort, **CITY** seeks development of a Project Initiation Document (PID) for the potential project, as more particularly described in Exhibit A to this Agreement (hereinafter referred to as the "Project"); and

WHEREAS, **CITY** has a financial plan and schedule for completion of the Project which is attached hereto as Exhibit B (hereinafter referred to as the "Project Plan"); and

WHEREAS, pursuant to the SCTA Resolution #2023-023 **AUTHORITY** is willing to make available the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to assist with completion of the Project, subject to certain terms and conditions; and

WHEREAS, **CITY** is willing and able to undertake the Project PID.

NOW, THEREFORE, in consideration of the foregoing, **AUTHORITY** and **CITY** do hereby agree as follows:

### **SECTION I**

#### **CITY AGREES:**

1. Project Completion. To timely complete the Project in accordance with the deadlines set forth in the Project Plan, attached hereto as Exhibit B.
2. Additional Cooperative Agreement. **CITY** agrees to enter into a separate cooperative agreement with Caltrans for the Project to complete a PID under state discretion and direction.

3. Compliance with Laws. With regard to administering and completing the Project, **CITY** shall at all times comply with all applicable laws of the United States, the State of California, and the County, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement, including but not limited to all environmental review and analysis required under the California Environmental Quality Act and compliance with all applicable prevailing wage requirements under the California Labor Code.

4. Records. To allow **AUTHORITY** to audit all expenditures relating to the Project funded through this Agreement for the duration of the Project, and for five (5) years following completion of the Project, or earlier discharge of the Agreement, **CITY** shall make available to **AUTHORITY** all records relating to expenses incurred in performance of this Agreement.

5. Close-Out. Upon completion of the Project, **CITY** shall submit all receipts to **AUTHORITY** for review. All unused funds must be returned to **AUTHORITY** and any funds used for other than the Project shall be subject to immediate reimbursement by **CITY** to **AUTHORITY**.

6. Reporting Requirements. **CITY** agrees to provide quarterly status updates on the PROJECT to **AUTHORITY** in the form attached hereto as Exhibit D.

## SECTION II

### **AUTHORITY AGREES:**

1. CITY Expenses. Upon execution of this Agreement, **AUTHORITY** shall make available for reimbursement to the CITY the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), for CITY's costs to complete the Project.

2. Invoices. Should **CITY** desire reimbursement of its expenses in connection with this Agreement, **CITY** may submit to **AUTHORITY** invoices for reimbursements for expenses authorized under the terms of this Agreement. Invoices shall be submitted to **AUTHORITY** no more frequently than monthly, and no less frequently than every six months following initial appropriation, provided however that if **CITY** is unable to invoice in this time frame a written request for time extension shall be provided or the funds may be deobligated. Invoices shall be in a form reasonably acceptable to **AUTHORITY's** Executive Director. An example of which is attached hereto as Exhibit C

3. Notice of Audit. To provide timely notice to CITY if an audit is to be conducted.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. Funding Availability and Needs. The funding available to the Project for expenditure is limited to the amount of funds identified in Exhibit B. If funds beyond those identified in Exhibit B are necessary to complete the Project, **AUTHORITY** will cooperate with **CITY** to identify and secure new or increased fund commitments, although no such additional funds are guaranteed. **AUTHORITY** is the only party obligating funds in this agreement

2. Term. This Agreement will remain in effect until discharged as provided in Paragraph 3 of this Section III.

3. Termination. This Agreement shall be subject to termination as follows:

- a. This Agreement may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 3(b), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance. If the Agreement is cancelled because **CITY** has failed to wholly or partially complete the Project, **AUTHORITY** may, at its option, demand repayment of all unexpended funds and funds determined by audit not to have been expended as provided for in this Agreement, with interest accrued thereon as would have accrued had such funds been invested in the Sonoma County Treasury Pool; and, further, to offset such balances due to the **AUTHORITY** from any other funds due from the **CITY**.
- b. By mutual consent of both parties, this Agreement may be terminated at any time. Upon termination by mutual consent, **CITY** shall repay to **AUTHORITY** any unexpended funds originally provided to **CITY** under this Agreement, and any interest that has accrued thereon.

4. Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

To CITY: Larry Zimmer, Public Works Director  
 City of Healdsburg  
 401 Grove Street, Healdsburg, CA 95448  
 (707) 431-3333  
 Email: [lzimmer@healdsburg.gov](mailto:lzimmer@healdsburg.gov)

To AUTHORITY: James R. Cameron, Executive Director  
 Sonoma County Transportation Authority  
 411 King Street  
 Santa Rosa, CA 95404  
 (707) 565-5373  
 Email: [james.cameron@scta.ca.gov](mailto:james.cameron@scta.ca.gov)

6. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

7. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

8. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9. Independent Agency. **CITY** renders its obligations under this Agreement as an independent agency. None of the **CITY's** agents or employees shall be agents or employees of the **AUTHORITY**.

10. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

11. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the **CITY** or **AUTHORITY** as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

12. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF HEALDSBURG

SONOMA COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Jeffrey Kay, City Manager

By: \_\_\_\_\_  
Lynda Hopkins, SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Raina Allan, City Clerk

By: \_\_\_\_\_  
James R. Cameron, Executive Director

APPROVED AS TO LEGAL FORM  
FOR CITY:

By: \_\_\_\_\_  
Samantha Zutler, City Attorney

By: \_\_\_\_\_  
Adam Brand, Legal Counsel  
Authority

**COOPERATIVE FUNDING AGREEMENT NO SCTA 26007  
BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
THE CITY OF HEALDSBURG**

Item 8.a

**EXHIBIT A  
DESCRIPTION OF THE PROJECT**

The US 101/Dry Creek Road Interchange project will provide intersection improvements at Dry Creek Road and US 101 interchange by constructing either interconnected traffic signals or two roundabouts at the ramp intersections. The project will also construct new sidewalk on the south side of Dry Creek Road, improved bike facilities throughout the corridor, and ADA-compliant curb ramps and pedestrian push buttons at the Dry Creek Road and Grove Street intersection. The Project Initiation Documents (PID) Phase is the first phase of the Project. The PID documents establish a well-defined purpose and need statement and proposed project scope tied to a reliable cost estimate and schedule.

**COOPERATIVE FUNDING AGREEMENT NO SCTA 26007  
 BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
 AND  
 THE CITY OF HEALDSBURG**

Item 8.a

**EXHIBIT B  
FINANCIAL PLAN AND SCHEDULE**

**Funding**

<b>Fiscal Year</b>	<b>Prior</b>	<b>FY25/26</b>	<b>FY26/27</b>
Amount	\$0	\$500,000	\$0

**Schedule**

<b>Project Development Phase</b>	<b>Begin (MO/YR)</b>	<b>End (MO/YR)</b>
Select Consultant	7/2025	10/2025
Negotiate and Execute Contract	10/2025	11/2025
Project Kick-Off Meeting	11/2025	12/2025
Prepare Draft PID for Review	12/2025	4/2026
Review and Finalize PID	5/2026	8/2026

**COOPERATIVE FUNDING AGREEMENT NO SCTA 26007  
 BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
 AND  
 THE CITY OF HEALDSBURG**

**EXHIBIT C**

**INVOICE TEMPLATE**

*Invoice should be submitted on Local Agency Letterhead*

**STIP Exchange Funds Project  
 Invoice Summary**

Project Sponsor:

Date of Request:

Period of Request:

Cooperative Agreement Number:

Project Name/Phase/Description:

Invoice Number:

Project Development Phase:

Description of work performed this period:

	<b>STIP Exchange Funds</b>
Amount Appropriated	\$
Amount Previously Invoiced	\$
Current Invoice	\$
Invoiced to-date	\$

**Attachments:**

- **Summary of All Expenses**
  - 1. Staff Time: Summary of Hours worked, and total dollars by employee**
  - 2. Contracts: Summary of Invoices Paid**
  - 3. Miscellaneous Expenses: Summary of Invoices**

**COOPERATIVE FUNDING AGREEMENT NO SCTA 26007  
BETWEEN THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
THE CITY OF HEALDSBURG**

Item 8.a

**EXHIBIT D  
QUARTERLY REPORTING FORMAT**

<b>Project Name</b>							
<b>Implementing Agency</b>	City of Healdsburg						June 2025
<b>Current Phase</b>							
Description of activities current quarter:							
Description of activities next quarter:							
<b>PROJECT FUNDING (IN THOUSANDS) - BASELINE</b>							
<b>PHASE</b>	<b>TOTAL</b>	<b>SEF</b>	<b>LOCAL</b>	<b>REGIONAL</b>	<b>STATE</b>	<b>FEDERAL</b>	<b>NEED</b>
Scoping	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
R/W Support (CT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Support (CT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 500,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>PROJECT FUNDING (IN THOUSANDS) - UPDATE</b>							
<b>PHASE</b>	<b>TOTAL</b>	<b>GO SONOMA</b>	<b>MEASURE M</b>	<b>LOCAL</b>	<b>REGIONAL</b>	<b>FEDERAL</b>	<b>NEED</b>
Scoping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
R/W Support (CT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Support (CT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>PROJECT FUNDING (IN THOUSANDS) - CHANGE</b>							
<b>PHASE</b>	<b>TOTAL</b>	<b>GO SONOMA</b>	<b>MEASURE M</b>	<b>LOCAL</b>	<b>REGIONAL</b>	<b>FEDERAL</b>	<b>NEED</b>
Scoping	\$(500,000.00)	\$(500,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
R/W Support (CT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Support (CT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$(500,000.00)</b>	<b>\$(500,000.00)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>SCHEDULE</b>							
			BASELINE		CURRENT	CHANGE (days)	
			Start Date	End Date	Start Date	Start Date	End Date
Use N/A if no work performed.	Scoping		N/A	N/A	N/A		
For Start date, use first day (e.g. 3/1/25)	Environmental Compliance					0	#REF!
For End Date use last day (e.g. 3/31/25)	Design					0	#REF!
	Right-of-Way and Utilities					0	#REF!
	Construction					0	#REF!
<b>COMMUNITY ENGAGEMENT SUMMARY:</b>							