

ITEM 4.15

CITY MANAGER'S REPORT MAY 13, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS TO COMPLETE THE DESIGN PHASE FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE, CIP PS 06-06**

RECOMMENDATION: **Adopt Resolution Approving Professional Services Agreement with Mark Thomas to Complete the Design Phase for Louise Avenue and Interstate 5 Interchange, CIP PS 06-06**

SUMMARY:

The City of Lathrop (City) is currently working with Mark Thomas & Company, Inc. (Mark Thomas) to complete the Project Approval and Environmental Document (PA&ED) for Capital Improvement Project (CIP) PS 06-06 Louise Avenue / Interstate-5 (I-5) Interchange (Project). This environmental phase anticipates completion by December 2024.

After the environmental documentation is completed and approved by the Department of Transportation Caltrans (Caltrans), the Project will move into the next phase for design and right-of-way services. Advancing the design process will accelerate the final delivery of the Project which will support recent development in River Islands, Central Lathrop Specific Plan, and commercial activity east and west of I-5.

Staff requested and received a proposal from Mark Thomas for \$2,789,199 to provide design and right-of-way services for the Project. The scope of work includes the required preliminary engineering, right-of-way support, geotechnical analysis, and final design services to prepare contract construction documents. Staff reviewed the proposal and found it reasonable given the large scope of services and amount of work involved to complete the design phase.

Staff is requesting City Council approve a Professional Consulting Services Agreement with Mark Thomas in the amount of \$2,789,199 to complete the design phase for the Project. Sufficient funds have been allocated in the Fiscal Year (FY) 2023-24 approved budget for CIP PS 06-06.

BACKGROUND:

In order to accommodate recent and future development growth, the City must expedite planning, environmental, and designing phases to move into construction of the Louise Avenue and I-5 interchange.

CITY MANAGER'S REPORT **PAGE 2**
MAY 13, 2024 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS TO
COMPLETE THE DESIGN PHASE FOR LOUISE AVENUE AND INTERSTATE 5
INTERCHANGE, CIP PS 06-06

On November 9, 2020, City Council approved a Professional Services Agreement with Mark Thomas to complete the PA&ED phase for the Project. The scope of work included environmental, technical, and traffic studies for the future interchange improvements. The environmental phase anticipates completion by December 2024.

After the environmental studies are completed and approved by Caltrans, the Project will move into the next phase for design services including right-of-way acquisitions. Starting the design phase now will accelerate final delivery of preliminary engineering tasks that include geotechnical work, supplemental surveys, and structure type selection. These initial efforts will happen concurrent with finalizing the PA&ED and streamline the design phase for subsequent project construction.

Considering Mark Thomas completed the initial project phase and is now working on the current environmental phase, staff requested a proposal to prepare the next phase for design and right-of-way services to the Project. Mark Thomas provided a proposal for \$2,789,199 for services that include the required preliminary engineering, right-of-way support, geotechnical analysis, and final design services to prepare contract construction documents. Staff reviewed the proposal and found it reasonable given the large scope of services and amount of work involved to complete the design phase.

Staff is requesting City Council approve a Professional Consulting Services Agreement with Mark Thomas in the amount of \$2,789,199 to complete the design phase for the Project.

REASON FOR RECOMMENDATION:

Staff has reviewed the proposal from Mark Thomas to complete the design phase and found it reasonable given the large scope of services and amount of work involved to design and acquire the necessary right-of-way for construction of the Project.

FISCAL IMPACT:

Sufficient funds have been approved in the adopted FY 2023-24 budget for CIP PS 06-06 to fund the Professional Consulting Services Agreement with Mark Thomas for a total cost not to exceed \$2,789,199.

MAY 13, 2024 CITY COUNCIL REGULAR MEETING


APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS TO COMPLETE THE DESIGN PHASE FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE, CIP PS 06-06

ATTACHMENTS:

- A. Resolution Approving a Professional Consulting Services Agreement with Mark Thomas to Complete the Design Phase for Louise Avenue and I-5 Interchange, CIP PS 06-06
- B. Professional Consulting Services Agreement with Mark Thomas to Complete the Design Phase for Louise Avenue and I-5 Interchange, CIP PS 06-06


CITY MANAGER'S REPORT
MAY 13, 2024 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS TO COMPLETE THE DESIGN PHASE FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE, CIP PS 06-06

APPROVALS:



Angel Abarca
Assistant Engineer

04-22-2024
Date



Brad Taylor
City Engineer

4/29/2024
Date




Cari James
Finance Director

5/1/2024
Date



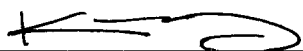
Michael King
Assistant City Manager

4.24.2024
Date



Salvador Navarrete
City Attorney

4-29-2024
Date



Stephen J. Salvatore
City Manager

5.6.2024
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH MARK THOMAS TO COMPLETE THE DESIGN PHASE FOR LOUISE AVENUE AND I-5 INTERCHANGE, CIP PS 06-06

WHEREAS, the City of Lathrop (City) is currently working with Mark Thomas & Company, Inc. (Mark Thomas) to complete the Project Approval and Environmental Document (PA&ED) for Capital Improvement Project (CIP) PS 06-06 Louise Avenue / Interstate-5 (I-5) Interchange (Project); and

WHEREAS, the environmental phase anticipates completion by December 2024; and

WHEREAS, after the environmental documentation is completed and approved by the Department of Transportation Caltrans (Caltrans), the Project will move into the next phase for design and right-of-way services; and

WHEREAS, advancing the design process will accelerate the final delivery of the Project which will support recent development in River Islands, Central Lathrop Specific Plan, and commercial activity east and west of I-5; and

WHEREAS, staff requested and received a proposal from Mark Thomas for \$2,789,199 to provide design and right-of-way services to the Project; and

WHEREAS, the scope of work includes the required preliminary engineering, right-of-way support, geotechnical analysis, and final design services to prepare contract construction documents; and

WHEREAS, staff reviewed the proposal and found it reasonable given the large scope of services and amount of work involved to complete the design phase; and

WHEREAS, staff is requesting City Council approve a Professional Consulting Services Agreement with Mark Thomas in the amount of \$2,789,199 to complete the design phase for the Project; and

WHEREAS, sufficient funds have been allocated in the Fiscal Year (FY) 2023-24 approved budget for CIP PS 06-06.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a Professional Consulting Services Agreement with Mark Thomas to complete the Design Phase for Louise Avenue and I-5 Interchange, CIP PS 06-06.

The foregoing resolution was passed and adopted this 13th day of May 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH MARK THOMAS

TO PROVIDE PROFESSIONAL AND TECHNICAL PLANNING SERVICES TO COMPLETE
THE DESIGN PHASE FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE
PROJECT, CIP PS 06-06

THIS AGREEMENT, dated for convenience this 13th day of May 2024, is by and between **MARK THOMAS & COMPANY, INC.** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Engineering Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) **Scope of Service.**

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) **Compensation.**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$2,789,199** for the Professional Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MARK THOMAS FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06

(3) Effective Date and Term.

The effective date of this Agreement is **May 13, 2024** and it shall terminate no later than **June 30, 2026**.

(4) Independent Contractor Status

It is understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative _____, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MARK THOMAS
FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MARK THOMAS
FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06

contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.

- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MARK THOMAS
FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06

that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
 - (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
 - (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MARK THOMAS FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to defend shall be governed by Section 2782 of the California Civil Code and in no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT'S proportionate share of fault. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party.

In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MARK THOMAS FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06

or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop, City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330
Main: (209) 941-7430 / Fax (209) 941-7449

To Consultant: _____

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MARK THOMAS FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06

directly results from an Act of God or an act of a superior governmental authority.

- (e) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions.

In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MARK THOMAS
FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(18) 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. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH MARK THOMAS FOR LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06

Approved as to Form:

City of Lathrop
City Attorney



4-29-2024

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Fed ID # _____
Business License # _____

Signature

Date



MARK THOMAS

April 9, 2024

Mr. Angel Abarca
City of Lathrop Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

File:

RE: LOUISE AVENUE/I-5 FINAL DESIGN CONTRACT

Dear Mr. Abarca:

Mark Thomas has prepared a scope of work for the final design of the Louise Avenue/I-5 interchange project. We are currently completing the project approval and environmental document for the locally preferred alternative of a Diverging Diamond interchange. The scope of work includes the required preliminary engineering, right of way support, geotechnical analysis, and final design services to prepare contract documents. Our proposed team includes the following:

- Mark Thomas – Consultant Prime, Project Management, Civil/Structural Design, Right of Way Engineering
- Fehr & Peers – Signal, Ramp Metering, Lighting Design
- Blackburn Consulting, Inc – Geotechnical Analysis/Reporting, Hazardous Testing
- Monument – Appraisal and Acquisition Services.

The contract scope of work and associated cost detail are attached for the Mark Thomas Team.

Please contact me if you have any questions or if I can provide additional information.

MARK THOMAS

Aaron Silva
Project Manager

Attachments

SCOPE OF WORK

Mark Thomas will provide professional design services for the Interstate 5 and Louise Interchange project. In the performance of this scope of services listed below, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the fullest extent permitted by law (including without limitation, California Civil Code sections 2782 and 2782.8) that issues arising from the performance of these services are within our reasonable control, and that Mark Thomas's obligation to indemnify (but not defend) are limited to the extent actually caused by Mark Thomas in the performance of this scope of work.

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Task 1.1. Project Management

Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the City, including preparing contract paperwork, memo's, letters and email, making phone calls and maintaining project files. This activity commences with receiving notice to proceed and continues through submittal of key project deliverables.

Task 1.2. Project Meetings

Mark Thomas will establish a Caltrans Project Development Team (PDT) including members of the design team, City, Caltrans, and other individuals critical to the project delivery. This task includes preparing agendas and summarizing the meeting notes, including action items. Action items will be tracked until resolved. This scope assumes a total of 20 face-to-face meetings over the anticipated 24-month schedule.

Task 1.3. Agency Coordination

Mark Thomas will work with the City Project Manager to coordinate with outside agencies and stakeholders, prior to any meeting or communication with an outside agency or organization. This task includes non-PDT meetings with Caltrans that focus on one subject matter, rather than including the entire PDT team.

Task 1.4. Invoicing and Monthly Status Reports

Mark Thomas will prepare monthly invoices and progress reports. The progress reports will show the status of each task, the percent complete for each task, and the remaining budget. This will help to monitor project delivery costs and status.

Task 1.5. Quality Assurance/Quality Control

The QA/QC Manager will be responsible for internal and external quality control measures. Mark Thomas will use our QA/QC manual as a guide to ensure the highest engineering quality possible. The Project Manager and/or the Principal-in-Charge will be responsible for resolving QA/QC issues prior to each submittal. Standard forms will be used to document the QA/QC process and retained in the project files.

- a. Implement Quality Assurance procedures and quality control measures at every stage of design and will perform quality control reviews on every submittal.
- b. Prior to each major design deliverable (65%, 95% and 100% PS&E, Drainage and Storm Water Reports), consultant will complete and document independent technical review of the submittal.

TASK 1 DELIVERABLES

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

TASK 2. PRELIMINARY ENGINEERING

Task 2.1. Data Collection

Mark Thomas will collect available data information from the City, geotechnical data, and other sources. Mark Thomas will review topographic survey information and right of way retracement provided by the City. Mark Thomas to coordinate with City for additional required information needed for the project.

Task 2.2. Supplemental Topographic Survey

Based on previously established project control, Mark Thomas field crews will collect topographic data to supplement the aerial mapping previously completed for the project. The supplemental topographic survey will include major grade breaks, tops & toes, edge of pavement, crown of road, curb & flow lines, sidewalk, ramps, driveways, signs & striping, surface visible utilities and existing underground utility paint markings, manhole dips and inlet inverts. Additionally, the topographic survey will include planimetric features such as trees (greater than 6 inches in diameter), fences, surface visible utilities and building corners where accessible. No irrigation features or street furniture such as benches, bicycle racks, parking meters or street signs will be located with this contract. All access necessary for thorough and efficient surveys will be provided by the City including encroachment permits. Six (6) 8 hour days for a 2-person field crew have been allocated to complete this effort.

Task 2.3. Drainage Report

Mark Thomas will prepare drainage report using the Rational Method to analyze the existing drainage facilities and drainage patterns in the area and determine the proposed facilities needed to effectively manage roadway runoff to accommodate the proposed improvements.

The existing storm drainage systems will be obtained from all relevant drainage information, including storm drain facilities, ditches, pipe location and sizes, local rainfall intensities and flows. A hydrologic analysis will be completed to develop watershed boundaries for the areas draining to this project, flows based on Caltrans standards, and preliminary drainage concepts.

A drainage report will be developed based on Caltrans guidelines. The report will include, but not be limited to, detailed discussions of the following: existing conditions, off-site hydrology and hydraulics, onsite roadway drainage, existing and post project drainage patterns, storm water quality, and other topics of significance.

Task 2.4. Stormwater Quality Design

Mark Thomas will prepare storm water quality design for Louise project per Caltrans Central Region Guidelines. This will include updating the Storm Water Data Report (SWDR) prepared during the PA&ED phase and treatment areas needed for the drainage. Prepare draft and final Stormwater Report.

Task 2.5. Structure Type Selection

Mark Thomas will prepare a Structure Type Selection Report to assist the City in determining the best wall type for the project. The Type Selection Report will discuss geotechnical, seismic, constructability, aesthetic, utility, and drainage issues related to the walls. The report will include a General Plan, and General Plan Estimate for each wall. The Type Selection Report will be presented to Caltrans at a virtual Type Selection Review Meeting (if necessary). Mark Thomas will present the project, preliminary seismic design criteria, preliminary foundation recommendations and recommended structure types to Caltrans engineers for review, comment, and approval. The Type Selection process is considered 35% design.

Task 2.6. Foundation Report

Project Review, Coordination and Permits

Blackburn will:

- Mark exploratory boring/CPT locations for Underground Services Alert (USA).
- Obtain the following permits necessary to complete our field work:
 - San Joaquin County (County) Boring Permit. The County indicated that they will charge hourly inspection fees to observe the boring grouting operations in addition to their permit fees.
 - Blackburn assumes that the required Caltrans encroachment permit to complete the explorations will be obtained by and at the expense of others. Blackburn can obtain a “Rider” to the encroachment permit if necessary to complete our field work. We assume we can operate within Caltrans right-of-way for at least 7 hours for our nighttime closures.
 - City of Lathrop (City) Encroachment Permit for borings completed within City right-of-way. We assume the City will waive the permit application and inspection fees.
- Retain and schedule:
 - A geotechnical drilling subcontractor to complete the borings.
 - A Cone Penetration Testing (CPT) subcontractor to complete the CPT soundings.
 - A private utility locator to clear exploration locations with respect to underground utilities in addition to the USA check.
 - A traffic control subcontractor who will provide temporary traffic control services during the subsurface exploration program in accordance with Caltrans Standard Traffic Control Plans and/or modified traffic control system approved by the Caltrans permit inspector and City encroachment inspector.
 - California Highway Patrol to provide the required Construction Zone Enhanced Enforcement Program (COZEEP) services during nightwork operations.
- Prepare a Site-Specific Health and Safety Plan (HASP) for the subsurface exploration.

Subsurface Exploration

Blackburn will perform the following subsurface exploration plan in general accordance with the Caltrans Geotechnical Manual Document (*Ground Anchor Earth Retaining Systems, February 2024*):

- North Ground Anchor Retaining Wall:
 - 1 boring to a depth of about 60 feet below existing ground surface (bgs) and 1 CPT sounding to a depth of about 80 feet bgs or refusal. Both will be completed at the top of the bridge approach embankment along I-5.
 - 1 boring to a depth of about 60 feet bgs and 1 CPT sounding to a depth of about 35 feet bgs or refusal. Both will be completed near the base of the abutment front slopes along Louise Avenue.
- South Ground Anchor Retaining Wall:

- 1 boring to a depth of about 60 feet bgs and 1 CPT sounding to a depth of about 80 feet bgs or refusal. Both will be completed at the top of the bridge approach embankment along I-5.
- 1 boring to a depth of about 60 feet bgs and 1 CPT sounding to a depth of about 35 feet bgs or refusal. Both will be completed near the base of the abutment front slopes along Louise Avenue.

Black assumed that the borings/CPTs will require nightwork since they involve lane closures on both I-5 and Louise Avenue. Blackburn's drilling subcontractor will drill the exploratory borings using a truck-mounted drilling rig equipped for auger and mud rotary drilling. Blackburn will direct the drilling subcontractor to obtain soil samples using Standard Penetration Test (SPT) or California Modified samplers at approximate 5-foot intervals. Blackburn will obtain bulk soil samples from the upper 5 feet of the borings. Blackburn's Engineer or Geologist will log the explorations using visual/manual classification methods in general accordance with the Caltrans 2022 Logging Manual. Blackburn will deliver the samples to our West Sacramento Geotechnical Laboratory for soil testing. In addition we will collect select samples from the CPT soundings for laboratory testing. Upon completion, the borings/CPT will be backfilled in accordance with San Joaquin County permit requirements.

Laboratory Testing

Blackburn will perform the following laboratory tests on selected soil samples obtained from the borings: moisture content, unit weight, sieve analysis, plasticity index, shear strength (unconfined compression, triaxial compression and/or direct shear) and soil corrosivity (resistivity, pH, sulfates, chlorides). Blackburn will perform sieve analysis and/or plasticity index tests on selected samples obtained from the CPT's.

Draft and Final Foundation Report

Blackburn will perform engineering evaluation/analysis and prepare one Foundation Report (FR) including both the north and south ground anchor retaining walls in general accordance with the Caltrans Geotechnical Manual Document (*Foundation Reports for Earth Retaining Structures, February 2024*). The FR will include:

- Introduction
- Project Description
- Exceptions to Policies and Procedures
- Geotechnical Investigation and Laboratory Testing Program
- Geotechnical Conditions (geology, surface conditions, and subsurface conditions)
- Groundwater
- As-Built Foundation Data
- Corrosion Evaluation
- Seismic Information
 - Ground motion hazard (includes estimating site shear wave velocity, using the Caltrans ARS online tool to develop the design seismic acceleration response spectrum (ARS curve), and providing the soil profile classification per Caltrans Seismic Design Criteria (Version 2.0). If a dynamic site-specific ground motion hazard analysis is warranted based on the subsurface conditions, Blackburn will provide an additional scope and fee to complete it.
 - Other seismic hazards (surface fault rupture potential, liquefaction/lateral spreading potential, seismic slope stability).
 - Blackburn's scope does not include providing liquefaction or lateral spreading mitigation recommendations. If mitigation of these hazards is warranted, Blackburn can provide an additional scope and fee to provide mitigation recommendations.
- Geotechnical Recommendations
 - Considerations and/or constraints that influenced retaining wall type selection.

- Description of the proposed retaining walls and external loads.
- Geotechnical recommendations and geotechnical design parameters for the anchored walls consistent with Caltrans Geotechnical Manual Document (*Ground Anchor Earth Retaining Systems, February 2024*) for use by Mark Thomas in designing the retaining walls.
- Notes for Specifications
 - Geotechnical recommendations for use by the specification preparer for inclusion and/or editing of the standard special provisions for the project.
- Notes for Construction
 - Site specific geotechnical/geologic construction considerations.
 - Recommended construction observations to be performed by geotechnical engineer of record.
- Risk management and limitations.
- Report copy list.
- Appendices (vicinity map, geologic map, fault map, log of test borings, laboratory test results, ARS curve, and pertinent engineering calculations/software output files).

Blackburn will submit the Draft FR for design team and agency review, review and respond to comments, and submit the Final FR after receipt of comments.

Task 2.7. Geotechnical Design Report

Blackburn will prepare a Draft and Final Geotechnical Design Report (GDR) for use in design and construction of the proposed roadway, standard plan retaining wall, and overhead sign improvements.

Project Review, Coordination, and Permits

Blackburn will:

- Review the Project with the project design team.
- Mark exploratory boring locations for Underground Services Alert (USA).
- Obtain the following permits necessary to complete our field work:
 - San Joaquin County (County) Boring Permit. The County indicated that they will charge hourly inspection fees to observe the boring grouting operations in addition to their permit fees.
 - Blackburn assumes that the required Caltrans encroachment permit to complete the explorations will be obtained by and at the expense of others. Blackburn can obtain a “Rider” to the encroachment permit if necessary to complete our field work. We assume we can operate within Caltrans right-of-way for at least 7 hours for our daytime closures.
 - City of Lathrop (City) Encroachment Permit for borings completed within City right-of-way. We assume the City will waive the permit application and inspection fees.
 - Blackburn will assist Mark Thomas in obtaining Rights of Entry (ROE) agreements if necessary to complete the explorations by providing a drilling work plan and access route information.
- Retain and schedule:
 - A drilling subcontractor to complete the borings.
 - A private utility locator to clear boring locations with respect to underground utilities in addition to the USA check.
 - A traffic control subcontractor who will provide temporary traffic control services during the subsurface exploration program (where necessary) in accordance with Caltrans Standard Traffic Control Plans and/or modified traffic control system approved by the Caltrans permit inspector and City Encroachment inspector.
- Prepare a Site-Specific Health and Safety Plan (HASp) for the subsurface exploration.

Subsurface Exploration

Blackburn will perform the following subsurface exploration plan in general accordance with the current Caltrans Geotechnical Manual to provide geotechnical data for preparation of the Geotechnical Design Report:

- Overhead Signs: 8 borings to a depth of about 30 feet below existing grade (bgs) in existing I-5 shoulder, Louise Avenue shoulder, private parcel, and Manthey Road at/near the proposed overhead sign locations.
- Standard Plan Retaining Wall (“A2” Line, I-5 southbound on-ramp): 4 borings to a depth of about 20-30 feet below existing grade (bgs) in existing on-ramp shoulder and the private parking lot west of the on-ramp at/near the proposed wall alignment.
- Drainage Basin Improvements (between existing on- and off-ramps and I-5 mainline): 4 borings to a depth of about 10 feet below existing grade (bgs) in the existing unpaved basin areas (1 boring in each of the existing basins).

Blackburn will direct the drilling subcontractor to obtain soil samples using Standard Penetration Test (SPT) or California Modified samplers at approximate 5-foot intervals. Blackburn will obtain bulk soil samples from the upper 5 feet of the borings. Blackburn’s Engineer or Geologist will log the explorations using visual/manual classification methods in general accordance with the Caltrans 2022 Logging Manual. Blackburn will deliver the samples to our West Sacramento Geotechnical Laboratory for soil testing. Upon completion, the borings will be backfilled in accordance with San Joaquin County permit requirements.

Laboratory Testing

Blackburn will perform the following laboratory tests on selected soil samples obtained from the borings: moisture content, unit weight, sieve analysis, plasticity index, shear strength (unconfined compression, triaxial compression and/or direct shear), R-value and soil corrosivity (resistivity, pH, sulfates, chlorides).

Basin Infiltration Testing

Following completion of the basin borings, Blackburn will perform one field infiltration test 5-10 feet away from each basin boring in general accordance with California Test Method 750 (1986). Blackburn’s drilling subcontractor will drill the infiltration test holes and install the required perforated pipe/pea gravel backfill to Infiltration test depths of 2-3 feet below existing grade as determined by Blackburn depending on the subsurface conditions encountered in the basin borings.

Draft and Final Geotechnical Design Report

Blackburn will perform engineering analysis (with computer software where applicable) using the field and laboratory data and prepare a Draft Geotechnical Design Report (GDR) for the project in general accordance with the Caltrans Geotechnical Manual (*Geotechnical Design Reports, February 2021*). The Draft GDR will include:

- Introduction: Project description and policy exceptions (if necessary).
- Geotechnical Investigation: Geologic mapping, subsurface exploration, and laboratory testing.
- Geotechnical Conditions: Geology (including aerial photo review, soil types, geologic units, geologic hazards, existing embankment slope stability observations, expansive materials, collapsible soil); surface conditions; subsurface soil and groundwater conditions; project site seismicity including site seismic parameters, ground motion parameters, fault rupture, liquefaction, and lateral spreading potential.
- Geotechnical Analysis and Design: Project design information, soil engineering properties, basin infiltration rates, retaining wall design and overhead sign design as necessary.
- Geotechnical Recommendations: Embankments, overhead signs (eight total), Caltrans standard plan retaining wall (“A2” line, I-5 southbound onramp) and general slope erosion control measures. Blackburn’s

scope does not include providing liquefaction or lateral spreading mitigation recommendations for the overhead sign foundations or standard plan retaining wall. If mitigation of these hazards is warranted (i.e. standard plans cannot be used for design of these structure foundations due to these hazards), Blackburn can provide an additional scope and fee to provide mitigation recommendations.

- Notes for Specifications.
- Notes for Construction (advisories, construction considerations that influence design, and differing site conditions)
- Appendices (vicinity map, geologic map, boring location plan, boring logs, laboratory test results and summary table, photos, and pertinent calculations/analyses)

Blackburn will submit a Draft GDR for design team and agency review, review and respond to comments, and submit a Final GDR that addresses the comments (as necessary).

Task 2.8. Materials Report

Caltrans recently updated their pavement design methodology from their previous empirical method to a mechanistic-empirical method as referenced in the current Caltrans Highway Design Manual. Blackburn assumes that Caltrans will provide pavement design recommendations for the project, including pavement rehabilitation recommendations (as necessary), using their proprietary CalMe software that is not currently available for use by private consultants.

Blackburn will evaluate the data obtained for the GDR and previously obtained for the Preliminary Materials Report prepared for the project PA&ED phase. Blackburn will prepare and submit a Draft Materials Report (MR) that includes laboratory sieve analysis and plasticity index test data for pavement design by Caltrans, and conclusions and recommendations regarding soil corrosivity for new culverts/culvert extensions following current Caltrans guidelines.

Blackburn will submit a Draft MR for design team and agency review, review and respond to comments, and submit a Final MR that incorporates the comments as necessary.

Task 2.9. Phase 2 ESA/Hazardous Materials Report

Phase II Environmental Site Assessment

Blackburn prepared a Phase I Initial Site Assessment (ISA) report for the Project (2021) that identified sites with hazardous materials issues within the Project limits. This Phase II addresses hazardous materials conditions at the acquisition parcels developed as service stations with identified fuel releases (APN 196-270-10 and APN 198-210-17).

The two other acquisition parcels (APN 191-760-21 and APN 192-040-46) do not have RECs identified and do not require Phase II assessment.

The Phase II will evaluate the presence of heavy metals, total petroleum hydrocarbons (TPHs), benzene, toluene, ethylbenzene, and xylene (BTEX), and volatile organic compounds (VOCs) within the acquisition area. Should the Phase II screening indicate the presence of soil and/or groundwater contamination, additional assessment may be warranted to investigate the depth and lateral extent of contamination within the Project boundaries.

APN 198-210-17 (High Risk)

16500 Louise Avenue/16500 S Harlan Road

Shell Station, Former: BP, TOSCO Northwest, Phillips 66

BP operated a service station from at least 1983. Groundwater and soil were impacted by petroleum hydrocarbons. Site remediation by ozone injection and soil vapor extraction occurred between 2002 and 2012. No Further Action closure in 2014. Currently developed with two 12,000-gallon underground storage tanks (USTs).

APN 196-270-10 (High Risk)

16349 S Harlan Rd./85 E Louise Avenue

Arco Station, AM/PM Mini Market, Former BP

BP operated a service station from at least 1985. In 1985 a TPH release was identified. Soil remediation occurred in 1998. Groundwater monitoring indicated impacts of TPH, BTEX and MtBE. No Further Action closure in 2007. Currently developed with an aboveground diesel storage tank of unknown quantity.

Non-Acquisition Adjacent Sites (Optional Phase II)

For these sites, no acquisition is required, however subsurface work adjacent to these sites may encounter residual contaminants. The sites are identified as High Risk and may have hazardous materials conditions that extend into the right-of-way (ROW). A Phase II environmental screening of the subsurface soils should be completed within the Project limits adjacent to these parcels. At a minimum, the Phase II screening should investigate the area and maximum depth where construction is anticipated to disturb the subsurface soil.

APN 196-270-23 (High Risk)

161/201/221/229/245 E Louise Avenue

Louise Plaza, Hilton Lathrop, Former: Lathrop Cleaners, Plaza Cleaners, Texaco Gas Station

This site is identified as a historic service station and dry-cleaning service. The site is identified with three petroleum USTs.

APNs 196-200-79/80/81

15600 S Harlan Road/16588 Harlan Road/15600/15688 Harlan Rd

Joe's Travel Plaza and Holiday Inn, Former: Joes Texaco, Joes Place Truck Stop, Tokyo Joes

Contamination of soil and groundwater was identified during removal of USTs in 1998. Site remediation was not cost effective and contaminant concentrations reportedly declined through natural attenuation. No Further Action Closure in 2010. Currently 4,000-gallon, 8,000-gallon, and 12,000-gallon USTs are located on site.

Blackburn will conduct a Phase II in general accordance with ASTM E1903-19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.

Blackburn will:

- Review project plans with the ROW acquisition team.
- Prepare a limited health and safety plan for site investigation.
- Visit the site to mark boring locations for Underground Services Alert (USA) notification.
- Retain a drilling subcontractor to advance soil borings using direct-push method.
- Retain a traffic control subcontractor to provide traffic control services.

- Obtain a City of Lathrop (City) Encroachment permit. We assume the City will waive permit fees and we can operate under Standard Caltrans Plans or Manual on Uniform Traffic Control Devices (MUTCD) Typical Applications.
- Obtain a San Joaquin County Boring Permit.
- Retain a private utility locator to clear borings located outside of City right-of-way.

Subsurface Investigation

Blackburn's engineer or geologist will:

- Direct the drilling subcontractor to core through the existing concrete/asphalt at 2 locations on each acquisition parcel (APN 196-270-10 and APN 198-210-17).
- Direct the drilling subcontractor to core through the existing concrete/asphalt at 2 locations within the project area adjacent to APN 196-270-23 APN 196-200-79/80/81.
- Direct the drilling subcontractor to advance each (8) boring to 25 feet below ground surface (bgs), or until refusal or groundwater is encountered.
- Collect soil samples at 5 depth intervals below the paved surface:
- 1-1.5 feet (directly below pavement section), 5 feet, 10 feet, 15 feet, 20 feet and 25 feet bgs.
- Collect one groundwater grab sample per boring (if groundwater is encountered).
- Label containers with the sample time, date, location, depth, and sampler's initials.
- Clean sampling equipment with an Alconox wash solution and a distilled water rinse between each boring location.
- Pack samples in a cooled ice chest and prepare continuous chain-of-custody (COC) documentation.
- Ship the samples to an accredited analytical laboratory.
- Discharge wash and rinse water to the ground surface.
- Backfill borings in accordance with San Joaquin County Boring Permit requirements and patch pavement with neat cement (dyed black where necessary to match existing asphalt).
- Record photoionization detector (PID) readings during drilling and sampling operations to measure volatile chemical concentrations.
- Coordinate soil cuttings disposal through a licensed waste hauler.

Laboratory Testing

The analytical lab will test up to 16 soil samples (4 soil samples will be selected for testing per boring based on PID readings) and 8 water samples for:

- RCRA 8 Metals by EPA method 6010B.
- TPH gasoline/diesel/motor oil by EPA method 8015B.
- VOCs, including BTEX by EPA method 8260B.

Laboratory quality assurance will consist of method blanks and spiked samples.

Report

Blackburn will prepare a final Phase II report that contains:

- Scope of services.
- Site description.
- Subsurface conditions.
- Analytical laboratory test results.
- Conclusions and recommendations.

- Limitations and risk mitigation.
- Vicinity map.
- Site plan showing approximate boring locations.

Aerial Deposited Lead Update Report

Blackburn prepared an October 24, 2007 Draft Aerially Deposited Lead (ADL) Investigation for the previously proposed interchange improvements and understands that Caltrans has reviewed the report and does not require additional ADL sampling/testing for this project. However, this report needs to be updated in relation to the Department of Toxic Substances Control (DTSC) - Caltrans Soil Management Agreement for Aerially Deposited Lead Contaminated Soil, June 2016 (DTSC/Caltrans ADL Agreement).

Blackburn will review all components of our October 2007 Draft ADL Investigation report prepared for the Project including:

- Soil Sampling Procedure
- Analytical Test Results
- Statistical Analysis of Test Results
- Conclusions and Recommendations
- Vicinity Map and Site Map with Sampling Locations

Blackburn will perform a statistical analysis of the 2007 results using US EPA ProUCL software and evaluate the results in relation to the DTSC/Caltrans ADL Agreement. Blackburn will prepare and submit an ADL Update Report containing updated conclusions and recommendations consistent with the DTSC/Caltrans ADL Agreement.

Traffic Striping Memo

Yellow and white traffic stripes can contain heavy metals such as lead and chromium at concentrations exceeding the hazardous waste thresholds established by the California Code of Regulations (CCR). Blackburn will complete a Traffic Striping Assessment and prepare a Traffic Striping Memo summarizing the test results, findings, conclusions, and recommendations.

Blackburn will retain a Certified Lead Inspector subcontractor to sample the yellow and white traffic striping along the project alignment in compliance with Cal/OSHA Title 8 Section 1532.1 "Lead in Construction" requirements. Our subcontractor will sample locations where traffic control is limited to shoulder work. The Traffic Striping assessment will include up to 6 bulk samples analyzed for CAM17 Metals by EPA Method 6010B.

Task 2.10. Utility Coordination

Mark Thomas will prepare conflict mapping based to highlight potential conflicts and coordinate impacts with affected utility companies. Mark Thomas will make recommendations for potholing locations (if applicable). Mark Thomas will request a claim of liability letter from utility owners with facilities within the project limits requiring relocation.

Task 2.10. Deliverables

- Updated basemap file with supplemental topographic survey (AutoCAD 2022 or newer)
- Draft/Final Drainage Report (PDF)
- Draft/Final Storm Water Data Report (PDF)
- Draft/Final Type Selection Report (PDF)

- Draft/Final Foundation Report (PDF)
- Draft/Final Geotechnical Report (PDF)
- Draft/Final Materials Report (PDF)
- Draft/Final Phase II ESA Report (PDF)
- ADL Update Report (PDF)
- Draft/Final Traffic Striping Memorandum (PDF)
- Utility Conflict Mapping, Liability Claim Letters, and Record of Investigation

TASK 3. RIGHT OF WAY AND PERMITTING

Task 3.1. Record Research

Mark Thomas will perform record research at San Joaquin County to locate recorded control maps, right-of-way maps, records of survey, corner records, and coordinate with Caltrans to obtain Caltrans record maps and other official maps of record necessary to determine right of way and property lines. Mark Thomas will obtain up to four (4) preliminary title reports (PTR) for the following parcels identified by assessor parcel numbers (APN): 191-760-21, 192-040-46, 196-270-10, 198-210-17. Costs to obtain PTR's are included in ODCs.

Task 3.2. Right of Way Retracement

Based on previously established project control, Mark Thomas will locate monuments of record and physical evidence and use record maps and deeds to retrace the existing right of way of Interstate 5 at Louise Avenue in the city of Lathrop which will be the project Land-Net. Mark Thomas will review the PTR's and any encumbrances and easements discovered in the PTRs will be plotted. Side lot lines of adjacent parcels will only be retraced where necessary to successfully transfer right of way needs for the project.

Mark Thomas assumes centerline monuments or reference marks thereto shown on various maps will be available to retrace right of way without convoluted surveys outside the project limits. It is assumed all access within state and city right of way (including encroachment permits if needed) will be granted/provided to Mark Thomas surveyors and field staff.

Task 3.3. Right of Way Appraisal Maps

Mark Thomas will draft appraisal maps adhering to standards outlined in Section 4-5 of the Caltrans Plans Preparation Manual. The Appraisal map will show existing and proposed right of way, access control (proposed & superseded), property lines, centerlines, easements, previously collected topographic data, name of current owner, current assessor parcel numbers, acreage (or square feet) of acquisition/transfer, and parcel numbers assigned by Caltrans. It is assumed up to three (3) sheets will be drafted to complete this task.

Task 3.4. Legal Descriptions and Plats

Mark Thomas will draft up to ten (10) legal descriptions accompanied by 8.5"x11" plats for acquisition and temporary construction easements (TCE). The following parcels identified by assessor parcel numbers will require legal descriptions:

1. APN 191-760-21 (Acquisition & TCE)
2. APN 192-040-46 (Acquisition & TCE)
3. APN 196-270-10 (Acquisition & TCE)
4. APN 198-210-17 (Acquisition & TCE)



Legal descriptions and plats will also be drafted for state acquisition along Lousie Ave and River Islands Parkway for:

1. along River Islands Parkway west of I-5 (Fee to state)
2. along Louise Ave. for access control east of I-5 (Fee to state)

Legal descriptions will undergo one set of technical reviews by the City for City acquired parcels and by Caltrans for access control extension and fee acquisition ultimately identified to transfer to the state. Upon completion of review, a Mark Thomas licensed land surveyor will sign and stamp final descriptions and plats.

Task 3.5. Pre-Construction Record of Survey

Prior to construction activities and roadway improvements Mark Thomas will draft a pre-construction record of survey to perpetuate found monuments and show existing right of way, and access control. Boundary & Right of Way retracement will be shown based on the previously completed Land-Net. Easements discovered in title reports from the *Right of Way Retracement* task will be delineated and shown on the record of survey. Record of Survey will consist of up to three (3) pages and will undergo technical review with Caltrans before being submitted for County review. County review fees have been included in ODCs.

Task 3.6. Acquisition/Negotiating Services

Monument's Project Manager and key staff will be responsible for the technical and administrative functions required to provide right-of-way services on the Project. The management team will plan, organize, supervise, coordinate, and administer the various elements of the right-of-way scope of work.

- Monument will meet with relevant parties regarding proposed Project to identify acquisition issues, and/or to discuss project status, procedural issues, budget, and schedules.
- Prepare and implement an Acquisition Management Plan to ensure the Project is in compliance with all applicable laws, regulations, and procedures.
- Participate in in-person Project coordination meetings with the City and design team to communicate project updates, coordinate right-of-way issues and make recommendations to the City on policy development, risk mitigation and general project consultation.
- Prepare and deliver written progress status reports for acquisition cases.
- Participate in project related meetings, make public presentations to individuals and organizations and represent the City in presentations and public hearing on all matters pertaining to the acquisition process.
- Update each parcel file checklist (QA/QC Manager, will conduct weekly reviews of the project reporting to ensure compliance with the City and regulatory compliance).
- Finalize work product, provided services and prepare and deliver presentations to City staff and key stakeholders, as appropriate.
- Assist the City with any file audits.

Fee Appraisal

- The appraisal will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. Our appraisers both retain the requisite qualifications and experience necessary to competently complete appraisals in a competent and professional manner, in accordance to applicable laws and policies.

- Prepare the Notice of Decision to Appraiser letter for each property, advising the property owner of the proposed project, introducing the appraiser, enclosing an Acquisition Brochure describing the City's acquisition process, and contract information to answer questions and concerns.
- The appraisal report will comply with laws that are applicable to the specific appraisal assignment and the Uniform Standards of Professional Appraisal Practice (USPAP).
- Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property.
- Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the Scope of Work should address:
 - The extent of the inspection and description of the neighborhood and proposed project area,
 - The extent of the subject property inspection, including interior and exterior areas,
 - The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property).
- In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
- Present and analyze relevant market information.
- In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.
- Report the appraiser's analysis, opinions, and conclusions in the appraisal report.

Appraisal Review

Review appraisals will be provided for each appraisal, and in accordance with State and Federal law and 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.



Task 3.7. Right of Way Certification

Hazardous Materials Disclosure Document

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

Right of Way Certification Support

Mark Thomas will prepare the Right of Way certification for signature by the City of Lathrop. Completing the Right of Way certification includes the following tasks:

- On-going consultation and meetings.
- Coordinate with Caltrans and City of Lathrop team and legal counsel, as needed.
- Coordinate with Project team members for preparation of the Right of Way Certification.
- Coordinate processing of the approval of the Right of Way Certification with Caltrans.

Task 3.8. Final Utility Coordination

Mark Thomas will work with the City and Caltrans to finalize all utility agreements and certifications. This will include preparing Notice to Owners and Utility Agreements (if necessary) to satisfy Caltrans requirements. Once completed, Utility Certification packages will be sent to the City and Caltrans for approval and included in the Right of Way Certification package.

TASK 3 DELIVERABLES

- Caltrans right of way appraisal map.
- Ten (10) Legal descriptions accompanied by 8.5"x11" plats for Fee & TCE acquisition
- One (1) filed Pre-Construction Record of Survey
- Property Appraisals (up to 4 total)
- Appraisal Reviews (up to 4 total)
- Negotiating Services with Claim Support for up to 3 personal property relocations
- Draft/Final Right of Way Certification (MS Word and PDF)
- Draft/Final Utility Certification (MS Word and PDF)
- Utility Notice to Owners (PDF)
-

TASK 4. PLAN, SPECIFICATIONS, AND ESTIMATE (PS&E)

Task 4.1. 65% Roadway Plans

The Mark Thomas team will build upon the GAD that was prepared during PA&ED. Plans will be prepared per the Caltrans Plans Preparation manual.

It is anticipated that the following sheets will be prepared:

Description	Estimated Sheet Count
Title Sheet	1
Typical Cross Sections	6
Key Map and Line Index	1
Project Control Diagram	1
Layouts	10
Profiles & Supers	4



Construction Details	20
Temporary Water Pollution Control Plans	4
Erosion Control Plans and Quantities	11
Contour Grading	4
Drainage Plans, Profiles, Quantities and Details	22
Utility Plans and Details	12
Retaining Wall Plans	6
Construction Area Signs	1
Motorist Information Plans and Quantities	6
Stage Construction Plans	4
Traffic Handling Plans and Quantities	16
Pavement Delineation Plans, Quantities and Details	16
Sign Plans, Quantities and Details	22
Summary of Quantities	2
Total Roadway Sheets	169

Task 4.2. 65% Structure Plans

65% Structure Plans Mark Thomas will prepare structural calculations and plans for the approved wall type. For the purposes of this scope of work, it is assumed that a Sub-Horizontal Ground Anchor (SHGA) wall is the preferred structure alternative. The structure design will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition with the California Amendments and Caltrans Seismic Design Criteria, Version 2.0. The 2023 (or current version) Caltrans Standards and current versions of the Caltrans Structure Technical Policies and Bridge Design Manuals will be used. The 65% plans and draft foundation report will be submitted to Caltrans for review and comment. It is assumed that the following plan sheets will be prepared for both walls:

Sheet Description	# of Sheets
General Plan	2
Index to Plans	2
Retaining Wall Layout	4
Retaining Wall Details	4
SHGA Details	2
Drainage Details	2
Miscellaneous Details	4
Aesthetic Details	4
Log of Test Borings	4
<i>Total Structure Sheets</i>	28

Task 4.3. Structure Independent Check

Mark Thomas will perform an independent design check of the walls in conformance with Caltrans structural design procedures. Calculations will be performed to check the wall layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated.

Task 4.4. 90% Roadway Plans

Mark Thomas will review comments on the 65% roadway PS&E from the City and Caltrans and incorporate the comments in the 95% PS&E submittal. Mark Thomas will also prepare any Non-standard special provisions (nSSPs) during this stage as will, for review by Caltrans and the City.

Task 4.5. 90% Structure Plans

Caltrans comments from the 65% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Mark Thomas will develop project special provisions using Caltrans Standard Special Provisions (2023 or current version). The special provisions will be prepared using Microsoft Word. Special Provisions will be submitted at the 90% and 100% submittals. It is assumed the City will provide the boilerplate contract language to be included in the specifications at the 90% submittal.

Mark Thomas will develop quantities and prepare construction cost estimates. The estimates will be comprised of unit prices placed on detailed quantity and check quantity calculations. Unit prices will be developed using current bid results from similar projects, Caltrans database information and Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel. Structure Marginal Estimates will be submitted with the 90% submittal.

Task 4.6. 100% Roadway Plans

Mark Thomas will review comments on the 95% roadway PS&E from the City and Caltrans and incorporate the comments in the 100% PS&E submittal.

Task 4.7. 100% Structure Plans

Caltrans comments from the 90% submittal will be addressed and incorporated into the final design. Responses to comments will be prepared and submitted. All final plan and calculation revisions will be made. Updates to the specifications and estimate will be completed. A bid-ready 100% PS&E package will be submitted to Caltrans for review and approval.

Task 4.8. Bid Set (Roadway)

Mark Thomas will make changes to the 100% PS&E need to make the PS&E ready for bidding.

Task 4.9. Bid Set (Structures)

Mark Thomas will make changes to the 100% Structures PS&E need to make the PS&E ready for bidding.

Task 4.10. Electrical Design

Fehr & Peers will conduct a field review of the interchange to verify the existing aboveground signal and electrical equipment. Fehr & Peers will prepare plans, specifications and estimates (PS&E) at the 65%, 90%, 100%, and Bid levels. PS&E will be prepared in accordance with Caltrans District 10 requirements. Fehr & Peers will prepare load calculations and submit electrical service applications to the utility service provider to confirm the electrical service points to include on the plans. Fehr & Peers will respond to one round of comments following each of the 65%, 90%, and 100% submittals. This scope of work assumes that no temporary signals will be required.

Meetings

Fehr & Peers will participate in up to 12 virtual project team meetings during the course of the PS&E preparation.

Traffic Signals and Intersection Safety Lighting Design

Fehr & Peers will prepare the design of traffic signal and intersection safety lighting PS&E for the I-5 northbound and southbound ramp intersections on Louise Avenue. The designs will address the type of traffic signal controller and service enclosure, vehicle and pedestrian signals, vehicle, bicycle, and pedestrian detection, intersection safety lighting, emergency vehicle detection, and the conductor and equipment schedules. Fehr & Peers will prepare sheets to show removal of the existing traffic signal systems at the two intersections. Fehr & Peers will perform a photometric analysis of each intersection using AGI32 to aid in the design and will forward it to Mark Thomas to be sent to Caltrans for review.

Highway Lighting Design

Fehr & Peers will prepare highway lighting PS&E for the I-5 ramps at Louise Avenue and for the auxiliary lanes on northbound I-5 south of Louise Avenue and southbound I-5 north of Louise Avenue. We will establish electroliner placement based on Caltrans requirements and the site conditions and identify the service point connections. Fehr & Peers will also provide conduit, as required by Caltrans, for new overhead signs. Per Caltrans standards, it is assumed that sign illumination will not be required. It is assumed that the existing bridge structures over Louise Avenue will be maintained, and no additional soffit lighting is included.

City Street Lighting Design

Fehr & Peers will prepare street lighting PS&E on Louise Avenue between River Islands Parkway and Old Harlan Road. The design will identify poles to be relocated and new poles to be installed. The City will provide the pole and luminaire types. Fehr & Peers will perform a photometric analysis of this roadway segment using AGI32 for review and confirmation of the light locations by the City.

Ramp Metering Design

Fehr & Peers will prepare ramp metering PS&E for the I-5 northbound and southbound on-ramps at Louise Avenue, per the Caltrans Ramp Metering Design Manual. The design will include supporting queue and count loops on the ramps and mainline.

Traffic Monitoring Station Modification Design

Fehr & Peers will prepare PS&E for modifications to the existing traffic monitoring station systems on I-5 just north and south of Louise Avenue. The project will impact existing vehicle detection and the controller cabinets. It is assumed these items will be replaced with the project.

Changeable Message Sign Modification Design

Fehr & Peers will prepare PS&E to relocate the changeable message sign (CMS) cabinet and wiring for the existing CMS on I-5 north of Louise Avenue. Mark Thomas will address the relocation of the sign structure and design for the installation of the new foundation.

Closed Circuit Television Camera (CCTV) Design

Fehr & Peers will prepare PS&E to show the installation of a new closed circuit television (CCTV) camera at the interchange and prepare the design of the communication connections. Fehr & Peers will also prepare plans to relocate the existing CCTV camera on the west side of I-5 north of Louise Avenue, as it will be impacted by the mainline widening.

Fiber Optic Cable System Design

Fehr & Peers will prepare PS&E to show the fiber optic cable system to connect the new traffic signals, ramp metering, and CCTV. This includes a fiber optic block diagram and fiber optic breakout details.

Temporary Highway Lighting Design

Fehr & Peers will prepare temporary highway lighting PS&E for up to two stages to show maintenance of lighting on the I-5/Louise Avenue ramps during construction.

Total Electrical Sheets:

- Notes and Details: Up to 6 sheets, NTS
- Traffic Signals: Up to 4 sheets, 1"=20' scale
- Traffic Signal Removals: Up to 2 sheets, 1"=20' scale
- Lighting System: Up to 6 sheets, 1"=50' scale
- City Lighting System: Up to 2 sheets, 1"=50' scale
- Ramp Metering System: Up to 2 sheets, 1"=50' scale
- Traffic Monitoring Station System Modification: Up to 2 sheets, 1"=50' scale
- Changeable Message Sign Modification: Up to 1 sheet, 1"=50' scale
- Camera System: Up to 2 sheets, 1"=20' scale
- Fiber Optic Cable System: Up to 7 sheets, 1"=50' scale
- Temporary Lighting System: Up to 8 sheets, 1"=50' scale
- Electrical Systems Quantities: Up to 3 sheets, NTS

Total Sheets: 45

Electrical Design Assumptions:

It is assumed that the existing I-5 mainline systems will not be modified with this project unless addressed above. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared. Construction support services are not included in this scope but can be added through an amendment to the contract.

Task 4.11. Engineers Estimate

Mark Thomas will prepare a detailed itemized engineer's estimate. The format will be in the Caltrans BEES format. The unit costs will be determined by reviewing similar recent project bid summaries, the most current Caltrans Contract Cost Data book, the California Highway Construction Cost Index information, and the Caltrans ESC site.

Task 4.12. Project Specifications

Draft unedited Standard Special Provisions (SSP's), a listing of proposed nonstandard Special Provisions, and an updated Engineers Estimate will be prepared for the 65% PS&E Submittal. Special provisions will be submitted at the 95% and 100% submittals. The City's Front End boilerplate contract language will be incorporated into the specifications at the 90% submittal.

Task Deliverables

- Plans - 65%, 90%, 100% and Bid Set (PDF)
- Specifications – 65%, 90% and 100% (MS Word and PDF)
- Estimate – 65%, 90% and 100% (MS Excel and PDF)



- Bridge Design Calculations - 90% (PDF)
- Bridge Independent Check Calculations - 90% (PDF)
- Response to 65%, 90% and 100% PS&E Comments (PDF)
- Ready to List Package (PDF)

TASK 5. OPTIONAL

Task 5.1. Bidding Assistance

Mark Thomas will assist the City during bidding of the project. Bidding support may include answering bid inquiries from prospective bidders, attending pre-bid meetings, preparing addenda to the PS&E documents during the advertisement period, and bid evaluation.

Task 5.2. Construction Assistance

Mark Thomas will assist the City during construction of the project. Construction support may include attending construction meetings, answering RFIs, reviewing shop drawing plans, and preparing Contract Change Order plan revisions. It is assumed the City will retain a construction manager for the project and Mark Thomas' need to review submittals other than the ground anchor shop drawings will be limited.

Mark Thomas will compile the necessary documents to be included in the RE Pending file, including the typical information below:

- Final Foundation Report (one copy)
- Quantity summary sheets. Summary sheets are prepared in accordance with Caltrans Bridge Design Aids.
- Special instructions or information from the Designer to the Resident Engineer/Structure Representative.
- As-Built plans for existing structures.

Task 5.3. As-Built Drawings

Upon receiving the as-built redlines from the construction manager, Mark Thomas will prepare "as-built" drawings for submittal to the City and Caltrans.

Task 5.4. Landscape Design

Mark Thomas will prepare Landscape Design plans including planting and irrigation plans, technical specifications, and estimates.

Task 5.5. Sound Wall Design

Based on the Noise Study Report and Noise Abatement Decision Report (to be completed), Mark Thomas will prepare soundwall design plans, technical specifications, and estimates.

Assumptions & Exclusions

When developing this scope and fee, the following assumptions were made:

- 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.
- The project will not require coordination and meeting with California Highway Patrol.

- Project plans will be prepared in AutoCAD, using drafting standards as documented in the latest Caltrans Plan Preparation Manual. Conversion of CAD files from AutoCAD format to Microstation format will not be required.
- No public outreach.
- Unless otherwise noted in the scope, it is assumed that utility relocation design plans will be prepared by utility owners.
- Unless otherwise noted, it is assumed that each deliverable will be approved after one review cycle.
- It is assumed a Traffic Safety Review is not required by Caltrans.
- It is assumed that 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.
- All fees with Stanislaus County Planning Department, Surveyor or Recorder paid by Mark Thomas will be reimbursable under this contract.
- Record of survey will require two reviews with the County Surveyor. Review, filing fees and monument wells are not included in this scope.
- No new right of way monuments or monument wells will be set for this scope of work.

COST PROPOSAL FOR PROJECT SCOPE: Lathrop- Final Design for the I-5/Louise Avenue

MARK THOMAS	Subcontractors													TOTAL COST												
	Principal	Engineering Manager	Sr. Project Manager	Sr. Technical Lead	Project Manager	Technical Lead	Sr. Project Engineer	Project Engineer	Civil Engineering Designer	Design Engineer II	Design Engineer I	Sr. Technician	Intern		Survey Manager II	Lead Survey Technician	Survey Technician II	Person Crew (OC3)	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost	Blackburn Consulting (BC)	Fair and Peers	Monument	
	\$474	\$551	\$503	\$303	\$272	\$272	\$225	\$194	\$185	\$185	\$155	\$165	\$77	\$280	\$170	\$160	\$325	\$178	\$173							
1.0 PROJECT MANAGEMENT & COORDINATION																										
1.1 Project Management	8	160	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	
1.2 Project Meetings	16	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	
1.3 Agency Coordination																										
1.4 Invoicing and Monthly Status Reports																										
1.5 Quality Assurance/Quality Control																										
Subtotal Phase 1	24	4	200	8	160	24	0	240	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2.0 PRELIMINARY ENGINEERING																										
2.1 Data Collection																										
2.2 Supplemental Topographic Survey																										
2.3 Drainage Report	4																									
2.4 Stormwater Quality Design	4																									
2.5 Structure Type Selection	4																									
2.6 Foundation Report	4																									
2.7 Geotechnical Design Report	4																									
2.8 Materials Report	4																									
2.9 Phase 2 ESA/Hazardous Materials Reports	4																									
2.1 Utility Coordination	4																									
Subtotal Phase 2	0	4	8	44	52	0	0	114	48	356	80	40	24	4	24	0	16	48	48	0	4	0	0	0	0	
3.0 RIGHT OF WAY & PERMITTING																										
3.1 Record Research																										
3.2 Right of Way Retracement																										
3.3 Right of Way Appraisal Maps																										
3.4 Legal Descriptions & Plats																										
3.5 Pre Construction Record of Survey																										
3.6 Acquisition/Negotiating Services																										
3.7 Right of Way Certification																										
3.8 Final Utility Coordination																										
Subtotal Phase 3	0	0	8	0	52	0	0	40	0	164	120	0	0	40	112	28	36	272	34	0	6	0	0	0	0	
4.0 PLAN, SPECIFICATIONS, & ESTIMATES (PS&E)																										
4.1 65% Roadway Plans																										
4.2 65% Structure Plans																										
4.3 Structure Independent Check																										
4.4 90% Roadway Plans																										
4.5 90% Structure Plans																										
4.6 100% Roadway Plans																										
4.7 100% Structure Plans																										
4.8 Bid Set (Roadway)																										
4.9 Bid Set (Structures)																										
4.10 Electrical Design																										
4.11 Engineers Estimate																										
4.12 Project Specifications																										
Subtotal Phase 4	0	28	384	56	1020	0	132	1840	224	2588	1080	206	440	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL HOURS	24	36	608	148	1306	24	136	2304	272	2568	1320	276	504	44	136	28	54	320	82	24	50	10806				
OTHER DIRECT COSTS																										
TOTAL COST	\$11,376	\$12,856	\$18,424	\$4,844	\$155,776	\$6,528	\$30,600	\$446,976	\$50,120	\$498,020	\$178,200	\$45,540	\$18,008	\$12,430	\$28,560	\$4,480	\$9,180	\$44,800	\$27,470	\$4,296	\$8,650	\$7,000	\$2,402,237	\$54	\$39,055	\$27,280

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2024

Engineering

Intern	\$55 - \$99
Technician	\$75 - \$151
Design Engineer I	\$97 - \$171
Design Engineer II	\$123 - \$207
Sr. Technician	\$130 - \$207
Civil Engineering Designer	\$130 - \$235
Project Engineer	\$162 - \$217
Sr. Project Engineer	\$181 - \$249
Sr. Technical Engineer	\$181 - \$249
Technical Lead	\$201 - \$296
Sr. Technical Lead	\$243 - \$371
Design Manager	\$327 - \$410
Engineering Manager	\$340 - \$396
Sr. Engineering Manager	\$363 - \$517

Construction Management

Office Technician	\$71 - \$118
Office Engineer	\$123 - \$235
* Asst. Resident Engineer	\$178 - \$328
* Inspector - CM	\$138 - \$365
Project Controls/Scheduler	\$172 - \$324
Resident Engineer	\$233 - \$356
Sr. Resident Engineer	\$292 - \$392
Area Manager - CM	\$340 - \$517

Planning

Planner I	\$91 - \$127
Planner II	\$100 - \$175
Sr. Planner	\$123 - \$207

Landscape Architecture/Urban Design

Landscape Intern	\$55 - \$99
Landscape Designer I	\$87 - \$130
Landscape Designer II	\$107 - \$164
Landscape Architect	\$123 - \$221
Sr. Landscape Architect	\$133 - \$246

Grant Writing

Funding Specialist	\$123 - \$242
Sr. Funding Specialist	\$168 - \$276
Funding Manager	\$285 - \$374

Surveying

Survey Technician I-III	\$61 - \$185
Lead Survey Technician	\$132 - \$195
Survey Specialist I-III	\$113 - \$275
Asst Surveyor I-III	\$113 - \$203
Project Surveyor I-III	\$168 - \$265
* Chief of Party	\$179 - \$260
* Instrumentperson	\$165 - \$232
* Chainperson	\$156 - \$219
* Apprentice	\$78 - \$175
* 2-Person Crew	\$275 - \$400
* 3-Person Crew	\$425 - \$500
* Utility Locator	\$141 - \$225
* 2-person Utility Locate	\$290 - \$450
Drone	\$250

Project Management & Oversight

Project Manager	\$201 - \$296
Sr. Project Manager	\$243 - \$371
Survey Manager I-II	\$222 - \$321
Division Manager	\$275 - \$463
Principal	\$447 - \$535

Project Support

Technical/Sr. Technical Writer	\$68 - \$200
Project/Sr. Project Assistant	\$78 - \$153
Project/Sr. Project Coordinator	\$107 - \$196
Graphic/Sr. Graphic Designer	\$113 - \$214
Project/Sr. Project Accountant	\$117 - \$207
Sr. Graphic Manager	\$162 - \$239
Project Accountant Manager	\$178 - \$249

District Management

* Inspector - Apprentice	\$68 - \$121
* Inspector/Sr. Inspector	\$110 - \$178
Assistant/Associate Sanitary Engineer	\$156 - \$235
Sanitary/Sr. Sanitary Project Engineer	\$185 - \$321
Operations/Deputy District Manager	\$253 - \$385
District Manager-Engineer	\$356 - \$421

Special Services

Expert Witness	\$494
Strategic Consulting	\$494

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, 2024; rates are subject to escalation with new hourly rate schedule as of July 1, 2024.

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