

ITEM 4.16

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

ITEM: **APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH MARK THOMAS TO COMPLETE THE PROJECT INITIATION DOCUMENT PHASE FOR THE LATHROP ROAD AND I-5 INTERCHANGE, CIP PS 06-16, AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving a Professional Consulting Services Agreement with Mark Thomas to complete the Project Initiation Document phase for the Lathrop Road and I-5 Interchange, CIP PS 06-16 and Approving Budget Amendment**

SUMMARY:

The Project Initiation is the first project phase in developing a planning process toward interchange improvements and approval from the California Department of Transportation (Caltrans). During this phase, a Project Initiation Document (PID) is prepared to define the scope of work for traffic, environmental, and other technical studies required to develop the Project Study Report-Project Development Support (PSR-PDS). The PSR-PDS will review feasible design alternatives and establish programming documents for an interchange project.

The City requested proposals from consultants to provide professional and technical planning services to complete the PID phase for the Lathrop Road and Interstate 5 (I-5) Interchange Capital Improvement Project (CIP) PS 06-16 (Project). After reviewing and evaluating three (3) proposals received, Mark Thomas & Company, Inc. (Mark Thomas) was selected based on their previous work history, qualifications, positive references, estimated budget, and overall understanding of the project requirements.

Staff is requesting City Council approve a Professional Consulting Services Agreement with Mark Thomas in the amount of \$210,499 to complete the PID phase for CIP PS 06-16. Sufficient funds for the agreement were not allocated within the Fiscal Year (FY) 23-24 approved budget. Therefore, staff is also requesting City Council approve a budget amendment transferring \$300,000 from the East Lathrop Local Transportation Fund (2250) to the Streets CIP Fund (3310) for CIP PS 06-16.

BACKGROUND:

Lathrop Road is an east-west corridor that provides access from Interstate 5 (I-5) east to the State Route 99 and west to Central Lathrop via Spartan Way. Improvements to Lathrop Road and I-5 Interchange are needed to enhance interchange operations and provide a continuous sidewalk on the north side of Lathrop Road connecting with Lathrop High School.

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This interchange will need to be built to its ultimate conditions and construct new ramps with signalized intersections, auxiliary lanes, and retaining walls to accommodate the roadway widening.

On March 11, 2024, the City issued a Request for Proposal (RFP) for qualified consultants to provide professional engineering consulting services to complete the PID phase for the Lathrop Road and I-5 Interchange project.

After reviewing and evaluating the three (3) proposals received, Mark Thomas was selected based on their previous work history, qualifications, positive references, estimated budget and overall understanding of the project scope. Staff is requesting City Council approve a Professional Consulting Services Agreement with Mark Thomas in the amount of \$210,499 to complete the PID phase for CIP PS 06-16.

REASON FOR RECOMMENDATION:

The PID phase is needed to develop initial traffic studies, evaluate interchange design alternatives, and conduct a preliminary level environmental analysis for the Project. The PID will enable the collaboration between the City and Caltrans towards the completion of the PSD-PDS that establishes a well-defined purpose, need statement, proposed project scope, cost estimate and schedule of the Project.

FISCAL IMPACT:

Funding for this project was not included within the adopted FY 2023-24 budget. Therefore, staff requests City Council approve a budget amendment transferring \$300,000 from the East Lathrop Local Transportation Fund (2250) to the Streets CIP Fund (3310) for CIP PS 06-16 as follows:

<u>Increase Transfer Out</u>		
2250-9900-990-9010		\$300,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 06-16	\$300,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 06-16	\$300,000

APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH MARK THOMAS TO COMPLETE THE PROJECT INITIATION DOCUMENT PHASE FOR THE LATHROP ROAD AND I-5 INTERCHANGE, CIP PS 06-16, AND APPROVE BUDGET AMENDMENT

ATTACHMENTS:

- A. Resolution Approving a Professional Consulting Services Agreement with Mark Thomas to Complete the Project Initiation Document Phase for Lathrop Road and I-5 Interchange, CIP PS 06-16 and Approving Budget Amendment
- B. Professional Consulting Services Agreement with Mark Thomas to Complete the Project Initiation Document Phase for Lathrop Road and I-5 Interchange, CIP PS 06-16

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APPROVALS:



Angel Abarca
Assistant Engineer

04-22-2024


Date

 FOR

Brad Taylor
City Engineer

4.22.2024

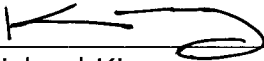
Date



Cari James
Finance Director

4/22/2024

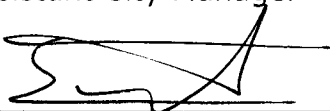
Date



Michael King
Assistant City Manager

4.22.2024

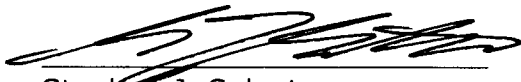
Date



Salvador Navarrete
City Attorney

4.22.2024

Date



Stephen J. Salvatore
City Manager

4.25.24

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 PROJECT INITIATION DOCUMENT PHASE FOR LATHROP ROAD AND I-5 INTERCHANGE, CIP PS 06-16 AND APPROVING BUDGET AMENDMENT

WHEREAS, the Project Initiation is the first project phase in developing a planning process towards interchange improvements and approval from the California Department of Transportation (Caltrans); and

WHEREAS, during this phase, a Project Initiation Document (PID) is prepared to scope traffic, environmental, and other technical studies required to develop the Project Study Report-Project Development Support (PSR-PDS); and

WHEREAS, the PSR-PDS will review feasible design alternatives and develop programming documents for an interchange project; and

WHEREAS, the PID will enable the collaboration between the City and Caltrans towards the completion of the PSD-PDS that establishes a well-defined purpose, need statement, proposed project scope, cost estimate and schedule of the Project; and

WHEREAS, the City requested proposals from consultants to provide professional and technical planning services to complete the PID phase for the Lathrop Road and Interstate 5 (I-5) Interchange Capital Improvement Project (CIP) PS 06-16 (Project); and

WHEREAS, after reviewing and evaluating the three (3) proposals received, Mark Thomas & Company, Inc. (Mark Thomas) was selected based on their previous work history, qualifications, positive references, estimated budget and overall understanding of the project requirements; and

WHEREAS, staff is requesting City Council approve a Professional Consulting Services Agreement with Mark Thomas in the amount of \$210,499 to complete the PID phase for CIP PS 06-16; and

WHEREAS, sufficient funds for the agreement were not allocated within the Fiscal Year (FY) 23-24 approved budget. Therefore, staff is also requesting City Council approve a budget amendment transferring \$300,000 from the East Lathrop Local Transportation Fund (2250) to the Streets CIP Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2250-9900-990-9010		\$300,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 06-16	\$300,000

Increase Appropriation

3310-8000-420-1200

PS 06-16

\$300,000

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 Project Initiation Document (PID) Phase for Lathrop Road and I-5 Interchange, CIP PS 06-16; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$300,000 from the East Lathrop Local Transportation Fund (2250) to the CIP Project (3310) as detailed above.

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:

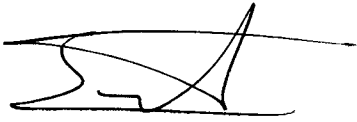
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH MARK THOMAS

**TO PROVIDE PROFESSIONAL AND TECHNICAL PLANNING SERVICES FOR
DEVELOPMENT OF PROJECT INITIATION DOCUMENT (PID) FOR LATHROP ROAD AND
INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-16**

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 **\$210,499** 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.

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(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.

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(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

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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

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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.

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(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

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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

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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.

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- (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.

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Approved as to Form:

City of Lathrop
City Attorney



4.19.2024

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

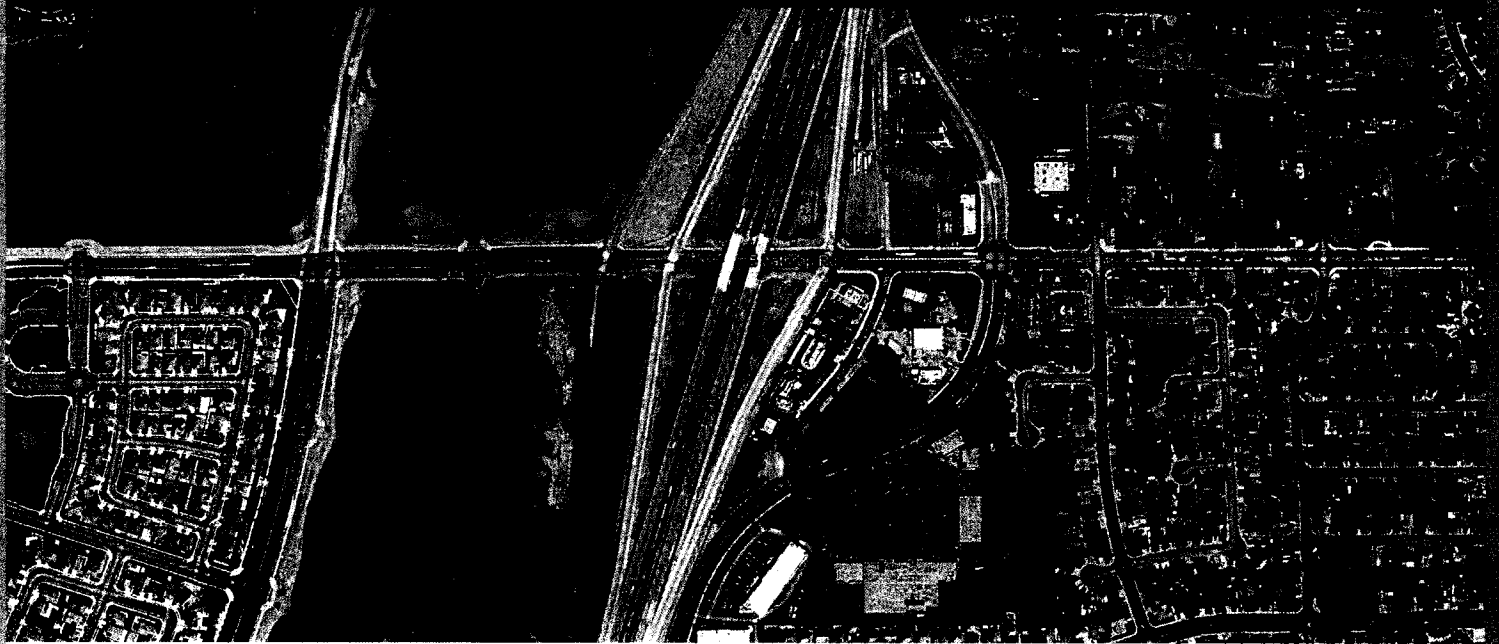
Date

CONSULTANT:

Fed ID # _____
Business License # _____

Signature

Date



PROJECT

**PROJECT INITIATION DOCUMENT FOR
LATHROP ROAD AND INTERSTATE 5
INTERCHANGE PROJECT (CIP PS 06-16)**

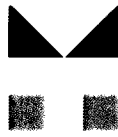
SUBMISSION DATE

APRIL 11, 2024

PREPARED FOR

City of Lathrop

MARK THOMAS



MARK THOMAS

April 11, 2024

City of Lathrop
Public Works Department
ATTN: Angel Abarca
Assistant Engineer
390 Towne Centre Drive
Lathrop, CA 95330

Dear Mr. Abarca:

The City of Lathrop (City) is requesting proposals from consultants to provide professional and technical planning services to complete the Project Initiation Document (PID) phase for the Lathrop Road and Interstate 5 (I-5) Interchange Capital Improvement Project (CIP) PS 06-16 (Project). The PID phase will support the development of Project Study Report-Project Development Support (PSR-PDS) that will review feasible design alternatives and develop programming documents for the interchange. Coordination with the Department of Transportation Caltrans District 10 (Caltrans D10) will be required. With our familiarity of the City's processes and procedures having worked/currently working on similar projects, our immense experience providing PID, PSR-PDS, PA/ED, PS&E on transportation infrastructure projects, and our experience with coordinating with Caltrans D10 — **the Mark Thomas Team is the most qualified to successfully deliver this project for the City.**

EXTENSIVE CITY EXPERIENCE

We have delivered dozens of projects and have developed a strong working relationship with the City staff. We have proven ourselves as advocates for the City and trusted advisors for the last 20 years. Our most recent City projects include **I-5/Louise Avenue Interchange and the SR-120/Yosemite Avenue Interchange, Lathrop Road/UPRR Westerly Grade Separation, Lathrop Road Widening**, encroachment permit improvements to the I-5/Lathrop Road, and multiple grant applications. Through this experience, we have a firm understanding of how to effectively complete projects for the City. **Our team is invested in the local community and we are committed to the success of your project.**

Mark Thomas has been working with the City of Lathrop for almost 21 years.

EXPERTS IN DELIVERING PID, PA/ED, AND PS&E

We are experts in preparation of feasibility studies, preliminary design reports, project study reports, project reports, bid documents, technical reports to constructability evaluation, and other engineering documents. **The PA/ED is nearly complete for the City's I-5/Louise Avenue Interchange and currently moving into the PS&E phase of the project.** We are knowledgeable on PID, PA/ED, and PS&E requirements established by Caltrans and supplemented by conditions dictated by local, state, and federal funds.

KNOWLEDGEABLE IN CALTRANS DISTRICT 10 (D10) COORDINATION

Through our long history of completing projects within Caltrans D10 and the surrounding areas, we are familiar with the requirements of delivering projects on Caltrans facilities. **Mark Thomas has delivered more than 35 projects on the State Highway System in Caltrans D10 through the PID, PA/ED, and PS&E phases.** We have a record of excellence that has been developed through direct contracts with Caltrans and as well as Caltrans oversight projects.

A PROJECT TEAM WITH EXTENSIVE EXPERIENCE WITH THE CITY

Our proposed team has expertise and a history of working successfully with City staff. Together, our **Technical Advisor, Aaron Silva and Principal-in-Charge, Matt Brogan, are both working on the City's I-5/Louise Avenue Interchange and SR-120/Yosemite Avenue Interchange projects**, with our **Civil Lead Arsalan Gharachorloo as the project engineer**. Our **Project Manager, Martha Dadala, and our QA/QC Lead, Alex Ng**, are also familiar with the local area having worked on the **City of Tracy's I-205/Mountain House, I-580/International Parkway, and SR-120/McKinley Avenue Interchange projects in the City of Manteca**. Our key staff are also supported by our subconsultants that also have extensive experience working with the City and Caltrans D10.

Mark Thomas is excited about the prospect of continuing our working relationship with the City on the Lathrop Road and I-5 Interchange Project. For any questions, please reach out to our **Project Manager Martha Dadala, PE, at (408) 483-8400 or via email at mdadala@markthomas.com**. Our **Principal + Vice President, Matt Brogan, PE, who is authorized to sign the contract for this project can be reached at (916) 605-6761 or via email at mbrogan@markthomas.com**.

Per the RFP, our proposal is valid for a period of 120 days from the date of the submittal.

REQUESTING CONTRACTUAL REVISIONS

Mark Thomas has no conflicts of interest, is able to meet the insurance requirements, and affirms our understanding of the City's contractual form, conflicts of interest provisions, and insurance provisions as outlined in the RFP. We have reviewed the Contract Review, Exhibit A PSA Contract and request the following modifications.

- **Section 9 - Insurance**

- c. **Professional Liability**

- Request to revise language as follows:

- i. Any deductible or self-insured retention shall not exceed **\$200,000** ~~\$150,000~~ per claim.

- **Section 10 - Indemnification**

As to the CONSULTANT'S work hereunder, Consultants shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other members of Consultants profession, practicing in the same or similar locality and under similar circumstances. ~~Consultant makes no warranties, guarantees, express or implied under this Agreement or otherwise in connection with consultant's services 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.~~

CONSULTANT shall indemnify, **but not** defend, and hold CITY, its officers, **and** 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,~~ **but only** 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.

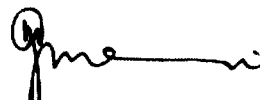
With respect to its operations, other than the performance of Design Professional services, CONSULTANT agrees to defend, indemnify, and hold harmless the CITY (including its officers, officials and employees) from and against all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the CONSULTANT's performance under the terms of this Agreement. This indemnification obligation on CONSULTANT's part shall not apply to the demands, actions, losses, damages, injuries, and liability arising out of the negligence or willful misconduct on the part of the CITY.

Sincerely,

MARK THOMAS & COMPANY, INC.



Matt Brogan, PE
Principal + Vice President



Martha Dadala, PE
Project Manager

E. STATEMENT OF QUALIFICATIONS

FIRM HISTORY

We are known as a premier interchange and highway design firm with an unmatched ability to develop creative geometric concepts that consider multi-modal needs, including the connectivity and safety of bicyclists and pedestrians, as well as the driving public. **In addition to our unique understanding of the Caltrans delivery process and their design standards, our expertise is in planning and final design of highway projects governed by Caltrans.** As a result, we have developed strong working relationships with Caltrans Headquarters, FHWA, and Caltrans D10 staff and are knowledgeable of the Caltrans Highway Design Manual (HDM) and the Caltrans Project Development Procedures Manual (PDPM). Mark Thomas has planned and delivered over 35 Caltrans related projects in Caltrans D10. **We were the first consultant allowed to plan & design improvements to the State Highway System, with the US-101 Widening project in Santa Clara County in 1986.** Since then, we have planned and/or delivered more than 200 locally-sponsored projects on Caltrans facilities, totaling more than \$15B in improvements. Our extensive experience within Caltrans District 10 and our geometric expertise puts us in a position to understand the key issues and to work towards making sure the City's interchange projects are a success.

97
years in
business

11
offices
statewide

380
team
members

>6K
projects
delivered

35
PID / PSR-PDS
experience

170
interchange
improvement
project experience

BY THE NUMBERS

WHY MARK THOMAS?



Extensive City Experience

We are intimately familiar with the City processes and procedures, as we are providing PA/ED and PS&E services for the Lathrop Road Widening and funding, environmental clearance, design and construction for the Lathrop Road Westerly Grade Separation projects..



Experts in Interchange PID/PSR-PDS

Our expertise in the PID phase gives us the unmatched ability to effectively prepare well thought out preliminary and conceptual engineering plans with realistic cost estimates. We know the best way to minimize unknowns during design is to develop the necessary studies and reports that support preliminary engineering plans.



Caltrans District 10 Coordination Experience

Mark Thomas has **delivered and is working on more than 35 projects on the State Highway System in Caltrans D10, from PID to PA&ED to PS&E. See Exhibit 1 Local Agency Experience with Caltrans D10 for our firm's capability to perform and complete similar work.** We have a record of excellence that has been developed through direct contracts with Caltrans as well as Caltrans oversight projects.

Together, we provide a multi-disciplinary team with comprehensive knowledge that would provide the City with the knowledge and expertise to successfully deliver.

FAMILIAR SUBCONSULTANTS

Our firm has partnered with subconsultants that the City is well aware of and already have an established working relationships with. Together, Mark Thomas and our subconsultants have delivered numerous projects, which provides an efficient and effective project delivery team. All three of our partnered firms have worked for the City on various similar projects such as the SR-120/Yosemite Avenue Interchange and the I-5/Louise Avenue Interchange projects. All three have experience working and coordinating with Caltrans D10.

FIRM	SERVICE	OFFICE	RELEVANT PROJECT EXPERIENCE
De Novo Planning Group	Env. Studies	El Dorado Hills	SR-120/Yosemite Avenue Interchange (Env. Doc / PA/ED)
Fehr & Peers	Traffic Studies	Stockton	SR-120/Yosemite Avenue Interchange (PSR-PDS)
Monument ROW	Right-of-Way	Sacramento	I-5/Louise Avenue Interchange (PA/ED)

Exhibit 1: Local Agency Experience within Caltrans D10

CALTRANS D10 PROJECTS		LOCAL AGENCY	STUDY	PID	P&E	PS&E
1.	SR 88/Pine Grove Corridor Improvements	Amador County			✓	✓
2.	I-5/Lathrop Road PSR	City of Lathrop		✓		
3.	I-5/Lathrop Road Interchange Interim Improvements	City of Lathrop				✓
4.	SR 120/Yosemite Avenue Interchange	City of Lathrop		✓	✓	
5.	I-5/Louise Avenue Interchange	City of Lathrop		✓	✓	
6.	I-5/Louise Avenue Interchange Interim Improvements	City of Lathrop				✓
7.	I-5/Roth Road Interchange	City of Lathrop	✓			
8.	SR 99/Harney Lane PSR	City of Lodi		✓		
9.	SR 99/Harney Lane Interim Improvements	City of Lodi				✓
10.	SR 99/Kettleman Lane Interchange Alternative	City of Lodi	✓			
11.	SR 12/Kettleman Lane Gap Closure	City of Lodi		✓	✓	✓
12.	Ham Lane/Harney Lane Signal	City of Lodi				✓
13.	Harney Lane/UPRR Grade Separation	City of Lodi			✓	✓
14.	Pioneer Road Improvement Project (SR-152/SR-165 Intersections)	City of Los Banos		✓	✓	
15.	SR 99/Austin Road PSR/PDS	City of Manteca		✓		
16.	SR 120/Union Road Interchange	City of Manteca			✓	✓
17.	SR 99/Pelandale-Sisk Improvements	City of Modesto				✓
18.	SR 219/Dale Road Intersection	City of Modesto			✓	✓
19.	Lower Sacramento Road Bridge over Pixley Slough	City of Stockton			✓	✓
20.	Lower Sacramento Road Bridge over Bear Creek	City of Stockton			✓	✓
21.	SR 4/Farmington Road Widening Project	City of Stockton				✓
22.	Stockton Interchange Study	City of Stockton	✓			
23.	I-5/Downing Avenue Interchange	City of Stockton			✓	✓
24.	I-5/Hammer Lane Interchange	City of Stockton			✓	✓
25.	I-5/March Lane Interchange	City of Stockton				✓
26.	I-5/Ben Holt Drive Interchange	City of Stockton			✓	✓
27.	I-205/I-580/International Parkway Interchanges	City of Tracy			✓	✓
28.	I-580 Interchanges on Corral Hollow Road and Lamers Road	City of Tracy	✓	✓		
29.	SR 99 Widening and Applegate Road Interchange Modification PSR	MCAG		✓		
30.	SR 99/Atwater Merced Expressway Interchange	Merced County			✓	✓
31.	SR 140/Campus Parkway Interchange	Merced County			✓	✓
32.	SR 99/120 Connector Project	SJCOG			✓	✓
33.	SR 99 Widening	SJCOG			✓	✓
34.	Hammer Lane/SR 99 Interchange	SJCOG			✓	✓
35.	Ceres Train Station (SR 99 Interchange Modifications)	SJRRRC				✓
36.	SR 132 West Phase 2	StanCOG				✓

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

ENVIRONMENTAL STUDY

Steve McMurtry | Principal

1020 Suncast Lane #106
El Dorado Hills, CA 95762
(916) 589-9818
smcmurtry@denovoplanning.com

De Novo Planning Group (DNPG) is a land use planning, urban design, and environmental firm that specializes in community planning,

transportation planning, environmental studies, and sustainability planning. Providing environmental documentation, DNPG have **significant experience with Caltrans D10, San Joaquin County, including the City of Lathrop**. Some City projects they recently completed are the **South Lathrop Specific Plan EIR** and the **General Plan and EIR**.

De Novo Planning Group provided the Environmental Documentation for the Preliminary Environmental Analysis Report (PEAR) for the City's SR-120/Yosemite Avenue Interchange.

FEHR & PEERS

TRAFFIC STUDY

Fred Choa, PE | Principal-in-Charge

343 East Main Street, STE 608
Stockton, CA 95202
(916) 276-5757
fchoa@fehrandpeers.com

Over the past 25 years, Fehr & Peers (F&P) have performed traffic engineering services in the City of Lathrop and San Joaquin County. Most recently, they completed two interchange improvement projects in the City — the **I-5/Louise Avenue Interchange** and the **SR-120/Yosemite Avenue Interchange**. Their extensive work history and recent project experience on the City's General Plan Update, City of Manteca General Plan Update, and the River Islands Phase II Project have afforded them an in-depth understanding of the city's transportation system.

F&P's ability to complete technical studies that meet Caltrans D10 requirements, knowledge of past and planned developments in the City and surrounding jurisdictions ensure they are qualified to assist the City on this project.

monument

RIGHT OF WAY

Bob Morrison, PE | Vice President

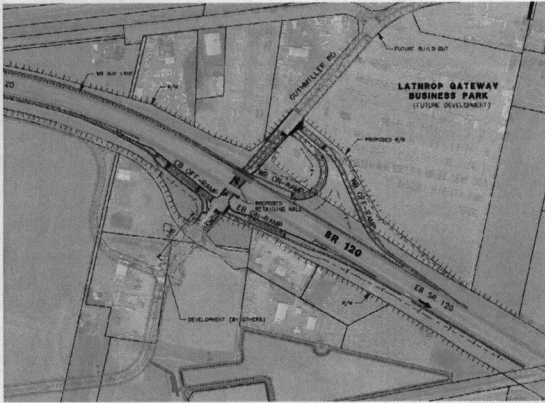
3626 Fair Oaks Boulevard, STE 100
Sacramento, CA 95864
(916) 7171-7069
bmorrison@monumentrow.com

Monument ROW (MON), a DBE/SBE certified firm, is a full-service real estate and right-of-way company providing exceptional service, strategic planning, innovation, and timely delivery. They have been part of the California business landscape for more than 25 years delivering right-of-way services on hundreds of projects. MON has a deep understanding of the City and Caltrans' standard processes and procedures. **They are currently working with us on the City's I-5/Louise Avenue Interchange project on the PA/ED.**

Monument ROW successfully completed countless projects involving adherence to Caltrans Right-of-Way Manual, the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and local, state, and federal guidelines.

FAMILIARITY WITH STATE AND FEDERAL PROCEDURES

Mark Thomas brings unmatched expertise to the City for the development of the proposed design improvements at the Lathrop Road/I-5 Interchange. Specifically, we provide the City with our depth of experience in working with Caltrans and innovative interchange experience. A record of excellence that has been developed through direct contracts with the State and through projects sponsored by a host of public agencies, such as, cities, counties, and transportation authorities. As such, **we intimately know the PID, PA/ED, and PS&E requirements established by Caltrans and supplemented by conditions dictated by Local, State and Federal funds.** Our projects have allowed us to **develop relationships not only with the respective functional units within Caltrans District Offices throughout the State, but also with the staff at federal agencies (FHWA, ACOE, FWS) and state agencies (DFW, DGS, CDR, and CDE).** Through our long history of completing projects within Caltrans D10 and the surrounding areas, we are familiar with the requirements of delivering projects on Caltrans facilities. This experience puts us in a position to understand the key issues and to work towards making sure the project is a success.



a. SR-120/YOSEMITE AVENUE INTERCHANGE | LATHROP

d. Brief Description of Project:

We delivered the PSR-PDS and encroachment permit and are currently completing the PA/ED for this interchange improvement project with the City. Ultimately, this project will improve the existing SR-120/Yosemite Avenue interchange to accommodate additional traffic and provide facilities for pedestrians and bicyclists for increased connectivity, safety, and capacity. The project design involves widening the eastbound on- and off-ramps, widening and reconfiguring the westbound on- and off-ramps, signaling the ramp terminal intersections, and widening Yosemite Avenue/Guthmiller Road from four to five lanes with bike lanes and one sidewalk.

Several alternatives were studied, including a Diverging

Diamond Interchange (DDI), with the locally-preferred alternative ending up as a westbound loop on-ramp and diagonal westbound off-ramp. Mark Thomas worked with the City and the developer to prepare a phasing concept for the interchange. Based off the phasing plan, Mark Thomas prepared the final design for an encroachment permit project. This project widened Yosemite Avenue to include a left turn onto the eastbound on-ramp, widen the eastbound off-ramp, and signalize the eastbound ramp terminal intersection. Following completion of the PID phase, Mark Thomas began the PA&ED phase for the ultimate interchange improvements. This work is ongoing and is anticipated to be completed the end of 2025.

b. Client/Contact Person

City of Lathrop
 Michael King
 Director of Public Works
 (209) 941-7454
 mking@ci.lathrop.ca.us

c. Duration of Project

2020 - In Progress

e. Subconsultant(s)

De Novo Planning Group (Environmental Studies)
 Fehr & Peers (Traffic Studies)



a. I-5/LOUISE AVENUE INTERCHANGE | LATHROP

d. Brief Description of Project:

Mark Thomas is finishing up delivering interim improvements as well the PSR and PA/ED preparation for the ultimate improvements. The interim encroachment permit project included the widening and re-striping of Louise Avenue to remove a back-to-back left-turn lane to a side-by-side configuration, pavement rehabilitation, and modification of traffic signals.

Following the completion of construction for the interim phase, the initial consideration consisted of a modified L-9 interchange (partial cloverleaf) that would result in significant right-of-way acquisitions and construction costs.

To develop a more cost effective and innovative design solution, Mark Thomas and Fehr & Peers developed a feasibility analysis to determine if a DDI could effectively mitigate traffic congestion along Louise Avenue.

Mark Thomas determined that the DDI was the most appropriate design alternative for the interchange. It allows for efficient traffic operations while minimizing the right-of-way footprint and construction costs. This work is ongoing and is anticipated to be completed the end of 2025.

b. Client/Contact Person

City of Lathrop
 Michael King
 Director of Public Works
 (209) 941-7454
 mking@ci.lathrop.ca.us

c. Duration of Project

2020 - In Progress

e. Subconsultant(s)

Fehr & Peers (Traffic Studies)

a. ROTH ROAD/I-5 INTERCHANGE | LATHROP

b. Client/Contact Person

City of Lathrop
Steve Salvatore, City Manager
(209) 941-7220
citymanager@ci.lathrop.ca.us

c. Duration of Project: 2010 - 2011

d. Brief Description of Project:

Mark Thomas developed the preliminary geometrics and construction cost estimate for improvements at the I-5/Roth Road interchange. We worked with the City to determine potential configurations of the future interchange improvements. The future interchange improvements will alleviate the future traffic needs brought about by various proposed developments within the San Joaquin County and cities of Lathrop and Manteca. We assisted the City in determining the associated fees for developments that may have an impact to the interchange, including the UPRR Lathrop Intermodal Modernization Project.

e. Subconsultant(s): Fehr & Peers (Traffic Studies)

a. ROTH ROAD CORRIDOR STUDY | LATHROP

b. Client/Contact Person

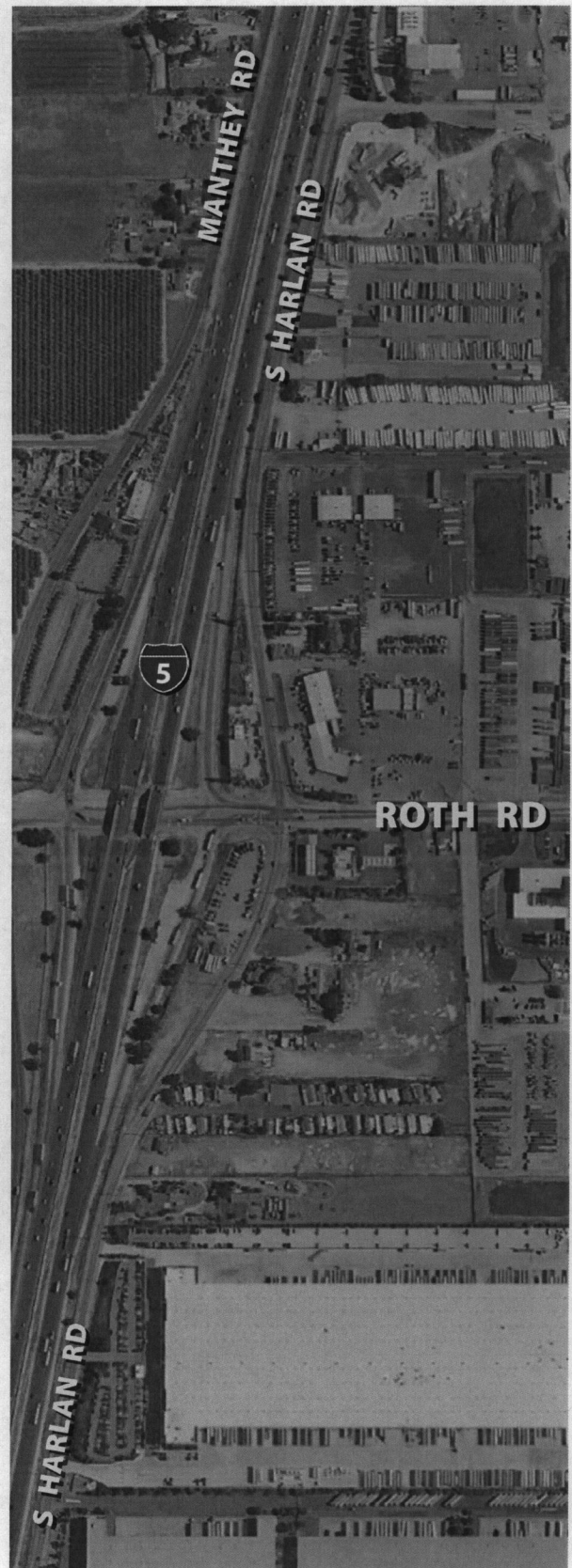
City of Lathrop
Steve Salvatore, City Manager
(209) 941-7220
citymanager@ci.lathrop.ca.us

c. Duration of Project: 2010 - 2011

d. Brief Description of Project:

Serving as a subconsultant, Mark Thomas provided functional design and CIP cost estimates for this project to deliver a transformative package of prioritized system improvements to address critical multi-modal travel needs within the greater Roth Road Corridor study area. The ultimate goal of this project was to improve essential freight and rail operations and access needs to the National Network (I-5 and SR-99). This project helped redistribute regional freight traffic off local roadways whose primary function is to serve neighborhood and commercial area traffic. This will allow the local roadways to better achieve low-stress, safe, multi-modal, "complete street" oriented environments with convenient travel options while minimizing truck activity. This also provided the local and regional freight and rail systems with efficient routes to the warehouse distribution centers with convenient and consistent access to statewide freight and highway systems. This project **required close coordination and consensus building** to deliver a balanced mix of transportation investments and regional solutions that benefit several location communities, including the **cities of Lathrop and Manteca, San Joaquin County, and Caltrans D10.**

e. Subconsultant(s): N/A



a. PROJECT STUDY REPORT (PSR) FOR SR-120/AIRPORT WAY INTERCHANGE AND SR-120/MAIN STREET INTERCHANGE PROJECTS | MANTECA

d. Brief Description of Project:

We were selected to provide professional engineering services for the City of Manteca, assisting with the development of the PID in the form of a PSR-PDS for both projects.

- **SR-120/Airport Way:** Located along the jurisdictional limits of both the City and San Joaquin County, SR-120 is a four-lane freeway traversing in an east-west direction. Airport Way is a north-south arterial that serves as a key connection from SR-120 into Manteca and the future development. The current interchange is a spread DDI configuration that provides access on or egress off SR-120 in both the east and westbound directions.

The City is proposing to improve the existing SR-120/Airport Way Interchange into a DDI configuration. The project will provide operational and safety improvements generated from on-going local development and growth. The project will also enhance circulation and mobility for vehicles, bicycles, and pedestrians, and will also include a grade-separated Class I bikeway and pedestrian path.

- **SR-120/Main Street:** SR-120 is a four-lane freeway traversing in an east-west direction. Main Street is a north-south arterial that serves as a key connection from SR-120 into Manteca and to the Downtown Manteca Central Business District. The current interchange is a spread diamond interchange that provides access on or egress off SR-120 in both the east and westbound directions. The City is proposing to improve the existing SR-120/Main Street Interchange into a DDI configuration.

The project will construct new on and off ramps and widen Main Street to four-lanes from Woodward Avenue and Industrial Drive. The project will enhance circulation and mobility, and provide operational and safety improvements. This proposed improvements will address the anticipated traffic generated from local development and growth, and enhance mobility for vehicle traffic, bicycles and pedestrians, including a grade-separated Class I bikeway and pedestrian path.

e. Subconsultant(s): Fehr & Peers (Traffic Studies)

b. Client/contact person

City of Manteca
Somporn Boonsalat,
Acting Deputy Director
(209) 456-8429
sboonsalat@manteca.gov

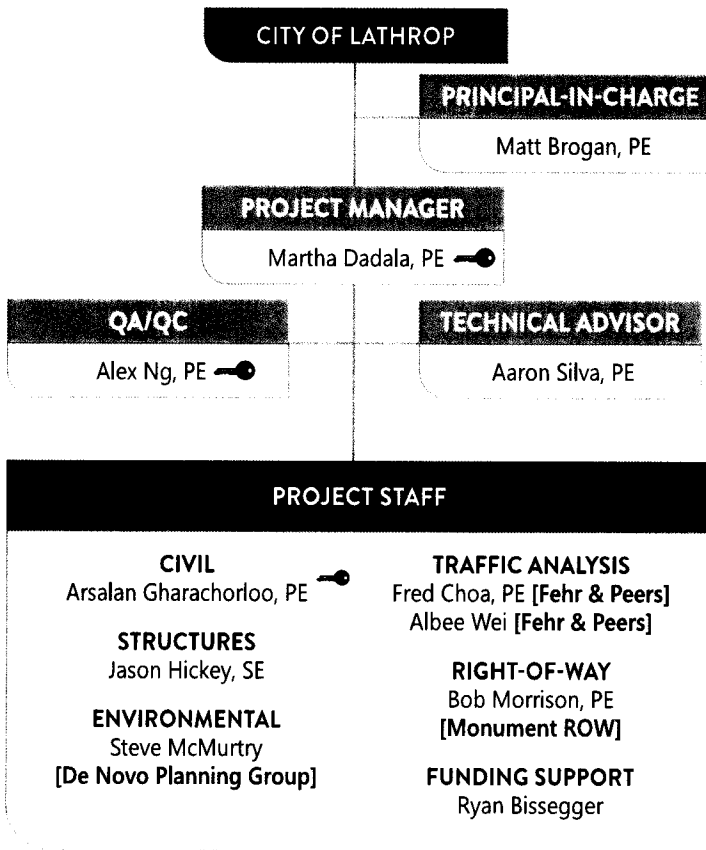
c. Duration of project

2022 - In Progress



G. TEAM ORGANIZATION

Mark Thomas has built our team to provide not only the design of the interchange to meet Caltrans requirements, but also to take a fresh look at the interchange to develop innovative solutions. In addition to our **Principal-in-Charge, Matt Brogan, and Project Manager, Martha Dadala**, the organizational chart below shows our key personnel, their roles, and lines of communication. **Supporting Martha and Matt is our QA/QC Manager, Alex Ng, and Civil Lead, Arsalan Gharachorloo**. Our key staff will be supported by our support staff and our team enhanced with our partnered firms who are experts in their field with extensive experience within the City. Our team of key staff, support staff and subconsultants are dedicated to the successful delivery of your project. **All our partnered firms on our team have a strong working history with Mark Thomas. Our team will work seamlessly together. There will be no learning curve.**



De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm

Total number of projects worked together **5+**

FEHR & PEERS
Total number of projects worked together **70+**

monument
Total number of projects worked together **11+**

Our partnered firms have extensive experience working with the City and Caltrans D10 on interchange projects within the San Joaquin County.

SUBCONSULTANT	CITY /SIMILAR PROJECTS
De Novo Planning Group	<ul style="list-style-type: none"> SR-120/Yosemite Avenue Interchange (City of Lathrop) South Lathrop Specific Plan EIR (City of Lathrop) General Plan and EIR (City of Lathrop)
Fehr & Peers	<ul style="list-style-type: none"> SR-120/Yosemite Avenue Interchange (City of Lathrop) I-5/Louise Avenue interchange (City of Lathrop) I-205/I-580 International Parkway Interchanges (City of Tracy)
Monument ROW	<ul style="list-style-type: none"> I-5/Louise Avenue Interchange (City of Lathrop) SR-99 Services Road/Mitchell Road Interchange (City of Ceres) SR-132 PH 2-Needham Street to Gates/Paradise Rd (Stanislaus Council of Gov)

MEET OUR KEY STAFF



MARTHA DADALA, PE | PROJECT MANAGER

Martha has **32 of experience focused in the planning, design, and construction management of transportation engineering projects.** Her extensive experience includes highway planning, geometric design of highways, and interchanges, infrastructure development, drainage design, pavement design, complete streets design, and at-grade intersections and roundabouts. She is experienced at building consensus with multidisciplinary team input into a constructible and approvable concept, is experienced at **preparing feasibility studies, preliminary design reports, project study reports, project reports, bid documents, technical reports, constructability evaluation, and other engineering documents.**

EDUCATION

MS, Geotechnical Engineering, National Institute of Technology Warangal

BS, Civil Engineering, National Institute of Technology Carangal

REGISTRATION

CA Civil PE #C66275

REPRESENTATIVE SIMILAR PROJECTS

- ✓ City of Tracy, I-205/Mountain House Parkway PID
- ✓ City of Tracy, I-580 Mountain House PID and Interim PS&E
- ✓ City of San Carlos, US-101/Holly Street Interchange & Pedestrian Crossing
- ✓ City of Manteca, SR-120/McKinley Avenue Interchange PA/ED & PS&E
- ✓ San Joaquin Council of Governments (SJCOG), I-5 North Stockton Widening (PID through construction)
- ✓ SJCOG, SR-4 Freeway Extension PS&E and Construction



ALEX NG, PE | QA/QC

EDUCATION

BS, Civil and Environmental Engineering, University of California, Berkeley

REGISTRATION

CA Civil PE #C71315

Alex has **24 years of experience in transportation design of public works projects.** He has extensive experience in highway geometric design, roadway profiling, grading and drainage, planning, analysis, and creating engineering reports. Alex has managed multiple projects and a team of engineers working on various interchange improvement projects.

REPRESENTATIVE SIMILAR PROJECTS

- ✓ Santa Clara Valley Transportation Authority (VTA), Wolfe Road Interchange Improvements at I-280
- ✓ City of San Jose, Blossom Hill Road Interchange Improvements at US-101
- ✓ City of Manteca, McKinley Avenue Interchange at SR-120
- ✓ City of Tracy, I-205/I-580 International Parkway Interchanges



ARSALAN GHARACHORLOO, PE | CIVIL

EDUCATION

MS, Civil Engineering, California State University, Sacramento

BS, Civil Engineering, California State University, Sacramento

REGISTRATION

CA Civil PE #C90101









With eight years of experience, Arsalan has extensive experience in civil engineering with expertise in design and construction of interchange and transportation facilities and traffic signal operations. He has experience working on planning, design and construction of improvements in the public right-of-way, requiring NEPA and CEQA documentation, compliance with federal, state and local design standards including AASHTO design guidelines, Caltrans Highway Design Manual, and the California MUTCD.

REPRESENTATIVE SIMILAR PROJECTS

- ✓ City of Manteca, SR-120/Airport Way Interchange and SR-120/Main Street Interchange Projects
- ✓ Riverside County, I-215/Scott Road Interchange
- ✓ Lake County, SR-53/SR-20 Roundabout

OUR SUPPORT STAFF

Not only do our key staff have the wealth of experience and knowledge of working with the City and Caltrans D10, but our support staff also established working relationship with City and Caltrans staff.

TEAM MEMBER, ROLE & LOCATION	TOTAL YRS EXP	LICENSE	RECENT EXPERIENCE
 <p>Matt Brogan, PE <i>Principal-in-Charge</i></p>	25	CA Civil PE #C63854	<ul style="list-style-type: none"> » City of Lathrop, Lathrop Road Widening » City of Lathrop, I-5/Louise Avenue Interchange » City of Manteca, SR-120/Main Street Interchange and SR-120/Airport Way Interchange
 <p>Aaron Silva, PE <i>Technical Advisor</i></p>	17	CA Civil PE #C75938	<ul style="list-style-type: none"> » City of Lathrop, I-5/Louise Avenue Interchange » City of Lathrop, Roth Road/I-5 Interchange » City of Manteca, Airport Way/Yosemite Avenue to Daniels Street Widening
 <p>Jason Hickey, SE <i>Structures Lead</i></p>	20	CA SE #S5783 CA Civil PE #C72409	<ul style="list-style-type: none"> » City of Lathrop, I-5/Louise Avenue Interchange » City of Lathrop, Lathrop Road Westerly Grade Separation » County of Sacramento, US-50/Hazel Avenue Interchange Improvements
 <p>Steve McMurtry <i>Environmental</i> De Novo Planning Group</p>	23	N/A	<ul style="list-style-type: none"> » City of Lathrop, South Lathrop Specific Plan EIR » City of Lathrop, Pilot Flying J EIR » City of Manteca, Griffin park master Plan EIR
 <p>Fred Choa, TE <i>Traffic Analysis</i> Fehr & Peers</p>	31	CA Traffic Engineer (TE) #TR 1830	<ul style="list-style-type: none"> » City of Lathrop, I-5/Louise Avenue Interchange PA/ED TOAR » City of Lathrop, SR-120/Yosemite Avenue Interchange PA/ED TOAR
 <p>Albee Wei, PTP <i>Traffic Analysis</i> Fehr & Peers</p>	8	Professional Transportation Planner (PTP) #743	<ul style="list-style-type: none"> » City of Lathrop, I-5/Louise Avenue Interchange PA/ED TOAR » City of Lathrop, SR-120/Yosemite Avenue Interchange PA/ED TOAR
 <p>Bob Morrison, PE <i>Right-of-Way</i> Monument ROW</p>	31	CA Civil PE #52617	<ul style="list-style-type: none"> » City of Lathrop, I-5/Louise Avenue Interchange PA/ED » Sonoma County Transportation Authority, SR-121/8th Street East PSR-PDS
 <p>Ryan Bissegger <i>Funding Support</i></p>	20	N/A	<ul style="list-style-type: none"> » City of Lathrop, Lathrop-ATP Grant Writing Services » City of Lathrop, Measure K Grant Writing » City of Lathrop, Grant Funding App ATP Cycle 6

H. SCOPE OF WORK

PROJECT BACKGROUND

The Lathrop Road and I-5 interchange is located between a developed area to the east of the interchange and a growing area to the west. In 1997, the City of Lathrop annexed the area to the west of the I-5 and developed a specific plan that is currently the Central Lathrop Specific Plan (CLSP). The CLSP vision is to develop the open land into a mix of residential, retail and office spaces. The existing interchange has reached its capacity limits, necessitating improvements to reduce traffic congestion, enhance safety, and establish a gateway along I-5 in order to support ongoing regional development and growth.

Mark Thomas has a long history working with the City and specifically on Lathrop Road. **In 2005 we worked with the City to develop the initial concepts and traffic models, but the project was paused prior to the 2008 housing crash.** After the interchange project was paused, Mark Thomas continued to deliver other segments of Lathrop Road to the east of the interchange. The first major improvement was the Lathrop Road grade separation over the Union Pacific Railroad, and the other was the Lathrop Road widening from Cambridge Drive to Woodfield/5th Street. Finally, there was a separate project to add pedestrian improvements on Lathrop Road through the interchange under an encroachment permit.

The Mark Thomas Team will highlight the key considerations to delivering a successful scoping document that addresses the current challenges at the interchange.

EXISTING CHALLENGES

The existing tight diamond configuration has issues with queuing at the intersections. Because the intersections are closely spaced on a tight diamond interchange, there is not much storage for vehicles waiting between the signals. The traffic queues that form at these signals often “spill back” into the adjacent signals. The key to avoiding queuing issues is to coordinate the signals at and adjacent to the interchange. When signals function as a unified system, traffic operations significantly enhance, and queuing becomes less problematic. The signals for this project should be interconnected.

Additional Storage on the Ramps

Because tight diamond ramps are generally shorter than a partial cloverleaf interchange, providing sufficient storage on the off-ramps is important. To keep the queues from backing up to the mainline, additional length will be needed on the ramps.

Ramp Metering

Caltrans will require the inclusion of future ramp metering in the project’s design. On I-5, this requires that the ramps are widened to accommodate the ramp metering and CHP enforcement areas. Because traffic on a tight diamond configuration enters the on-ramps by turning left at the signals, the future ramp metering will have to be coordinated with the signals to avoid having the ramp queues spill back onto the city streets. Providing an HOV lane with double left turns and a heavy right turn onto the on-ramp is very difficult.

Structure Widening

Depending on the alternative, special considerations may be needed for widening the existing undercrossing structure. The vertical clearance is limited, and maintaining the minimum vertical clearance with falsework is not feasible. One option is to construct the abutments at their ultimate location and construct the superstructure at a higher elevation. Once the super structure is built, it can be lowered onto the abutments. Closure pours are made to complete the construction. This type of construction is more expensive than conventional construction and would be reflected in the cost estimates for loop on-ramp alternatives, if loop on-ramp alternatives are studied.

PROJECT GOALS:

- » **Efficient Traffic Analysis** – Our exclusive team has unmatched experience delivering traffic analysis with District 10, bringing efficiency to Caltrans reviews and approvals.
- » **Screen Alternatives** – The Project Initiation Document sets the foundation for the PA/ED Phase. Refining alternatives will streamline the review and approval process through Caltrans.
- » **Innovative Interchange Design** – Improving circulation for motorized and non-motorized users is a top priority for the City and Caltrans.

KEY TO SUCCESS

The PSR-PDS serves as a scoping document that outlays alternatives, costs, environmental approach, and schedule. The key to delivering a successful PID document for Lathrop Road and I-5 Interchange is focused on three main areas:



Effective Traffic Analysis

The traffic analysis must be reviewed and approved by Caltrans. **Our team has unmatched experience delivering projects with the City and Caltrans D10.**



Screening Alternatives

The ability to evaluate different alternatives at high level to eliminate multiple alternatives carried forward into PA/ED. This will help streamline the environmental approvals and project delivery costs.



Innovative Interchange Design

Mark Thomas has been delivering innovative interchanges throughout California. We will be focused on configurations that reduce project costs and satisfy the purpose and needs of the project.

EFFECTIVE TRAFFIC ANALYSIS

Understanding Travel Demand and Appropriately Using Forecasting Tools to Develop Solutions

Fehr and Peers and Mark Thomas have been delivering analysis on land use and transportation projects for the City throughout the past two decades. Fehr & Peers has a unique understanding of how existing and future traffic generators and attractors throughout the City and region influence vehicle demand at the two interchanges. Fehr & Peers has developed the City of Lathrop, Manteca, and Ripon Travel Demand Model (Three City Model) that includes detailed land use and transportation network input in the three-city region, and the model is continuously improved through City of Lathrop's land use updates. The Three City Model was reviewed and approved by Caltrans District 10 staff for the SR 120/Yosemite Avenue Interchange and I-5/Louise Avenue Interchange Improvements projects, the latter of which includes a DDI alternative. Fehr & Peers is also the expert in Intersection Control Evaluation (ICE) methods and procedures in District 10, for which forecasts are a key component.

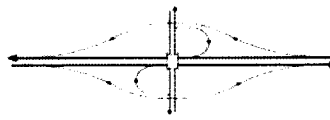
Our unparalleled knowledge of the Caltrans D10 forecasting process will allow us to forecast highly accurate demand flows at the two interchanges during the PID phase of the project and help right sizing the interchanges ahead of the PA/ED phase.

Screening Alternatives

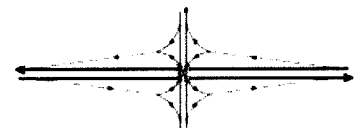
The existing interchange has a compact footprint to the east and is further constrained with the local road network and recent development. During the PID phase, Caltrans will require the consideration of multiple interchange configurations. Some of the standard interchange types will include an expanded tight-diamond (Type L-1), partial clover leaf (Type L-9), and a single point interchange (Type L-13).



TYPE L-1



TYPE L-9



TYPE L-13

Caltrans will require the evaluation of alternative intersection controls such as roundabouts. Part of the PSR-PDS will evaluate different intersection controls configuration and potentially dismiss them from consideration during this stage. **Screening alternatives early will allow us to streamline the Traffic Engineering Performance Analysis (TEPA) and the subsequent engineering and environmental technical studies in PA/ED.** There are several options for this interchange to be evaluated, and based on our experiences, we have an initial understanding of the option. The proposed improvements need to serve the purpose and need of the project and that may require interchange configurations that are not defined in the Highway Design Manual. Mark Thomas has developed three additional alternatives that are tailored to

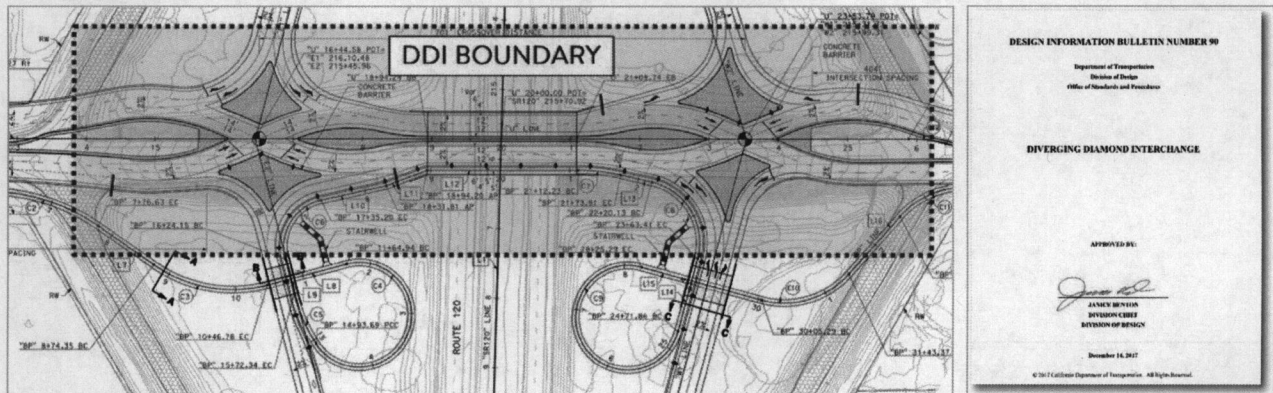
meet the City's needs and have been accepted by Caltrans on past projects. Below is a brief description of the alternatives and the graphic on the following page highlights the benefits and constraints at the project site.

1. Tight Diamond/Partial Cloverleaf Interchange

Mark Thomas prepared an alternative that maintained the tight diamond ramps on the northbound ramps and proposed a new southbound loop on-ramp during the prior PA/ED efforts. The prior alternative considered is to construct a southbound loop on-ramp. The ramp would be constructed on the west side of I-5. The benefits of having the ramp at this location are as follows:

- Relatively low cost.
- Provides for future six-lane Louise Avenue under the structure. This will **GREATLY** improve the traffic operations at the interchange, especially east/west mobility on Louise Avenue.
- Allows for queuing at the eastbound Louise to NB on-ramp signal without impacting the interchange operations.
- The phased project will have a long life span because the signals will be further apart.
- Westbound Louise Avenue queuing is eliminated because vehicles accessing the freeway for southbound I-5 are no longer controlled at a traffic signal.

2. Diverging Diamond Interchange



The Mark Thomas Team has unequalled DDI design experience in California. Mark Thomas worked closely with Caltrans D10 and Headquarters during the development of Caltrans Design Information Bulletin 90 (DIB-90), guidelines specific to the Diverging Diamond Interchange (DDI). **Aaron Silva is the designer and Engineer of Record for the first constructed DDI in California at the SR-120/Union Road Interchange in the City.** This experience will be key when developing a DDI alternative for the proposed project. Major benefits of a DDI include:

- **Reduced Design Speed** – Maximum design speeds are between 25-35 mph, allowing for smaller radius curves that control the intersection sizing and decreases the speed differential between bicyclists and vehicles.
- **Reduced Vehicle Conflict Points** – A traditional diamond intersection has 26 conflict points and the DDI reduces those conflict points to 14. Additionally, DDIs would experience less severe crashes with the reduced design speed.
- **Improved Operations** – The DDI traffic signal operates in two-phases, significantly more efficient than the three-phase signal of a traditional diamond intersection.

3. Roundabouts

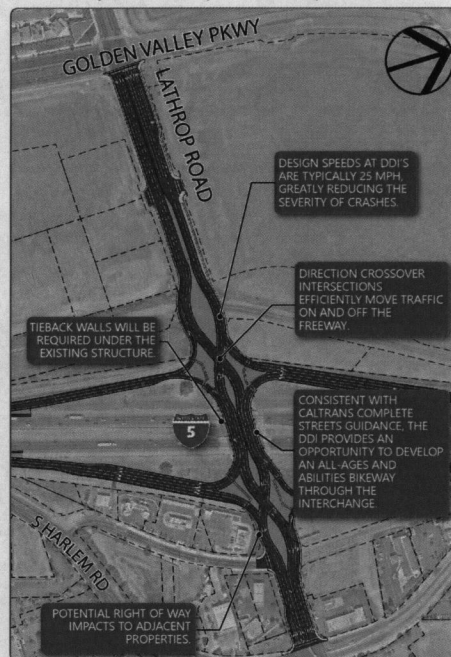
The tight diamond interchange creates delay at signals that may cause spillback onto the mainline. An alternative to a tight diamond interchange is a double roundabout interchange which reduces delay. Additionally, the roundabouts preserve the tight diamond ramps, maintain the compact footprint of the existing interchange. Other advantages of double roundabout interchange include reduced conflict points, reduced design speeds, and potentially lower construction cost. On the following pages we highlight our innovative approach for Lathrop Road and I-5 interchange to address vehicular, pedestrian, and bicycle mobility.

I-5 AND LATHROP ROAD INTERCHANGE ALTERNATIVES

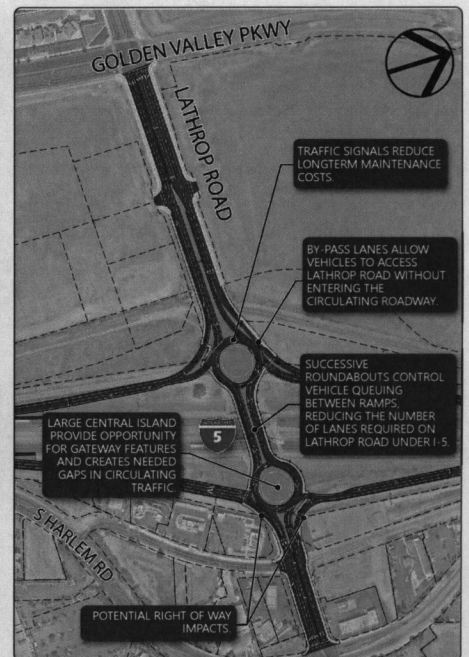
The Lathrop Road interchange experiences significant traffic demand and is highly constrained east of I-5. During the PID phase, it is important to evaluate alternatives to properly scope the project for future phases, which often requires creativity and innovation. Mark Thomas is known for developing creative solutions that address critical challenges and achieves Caltrans approvals. Below are three options that could be evaluated during the PID phase that highlight some creative solutions. We would continue to work with the City and Caltrans to yet other viable options to include in the PSR-PDS.



1. TIGHT DIAMOND AND PARTIAL CLOVERLEAF
 This alternative would widen Lathrop Road under I-5, widen northbound ramps, construct a new loop ramp and diagonal on/off-ramps. The benefit to this alternative is the efficient signal operations at the southbound ramps, better lane utilization on Lathrop Road, and increased spacing between ramp traffic signals.



2. DIVERGING DIAMOND INTERCHANGE
 This alternative would construct a DDI, which maintains the compact footprint of the existing interchange. The new traffic signals efficiently move traffic which creates an opportunity for Lathrop Road to be transformed into a multimodal facility.



3. ROUNDABOUTS
 The alternative would construct roundabouts at the ramp terminal intersections, greatly reducing vehicle queuing within the interchange. Roundabouts must be considered during the next phase during the Intersection Control Evaluation report.

ENVIRONMENTAL APPROACH

It is anticipated that the interchange will be managed as a separate Caltrans project that will require environmental scoping to comply with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The PSR-PDS will include a Preliminary Environmental Analysis Report (PEAR). De Novo Planning Group has preliminarily reviewed the interchange project to determine what environmental constraints may be present in the project area. These include the potential for biological resources (e.g., nesting birds, bats, and special-status species), cultural resources (built-environment), important farmland, water quality, and visual impacts. **De Novo Planning Group is currently working with Mark Thomas to complete the environmental for the SR-120/Yosemite Interchange. This recent local experience with the project area will be used to accurately scope the anticipated environmental technical studies required for the project.**

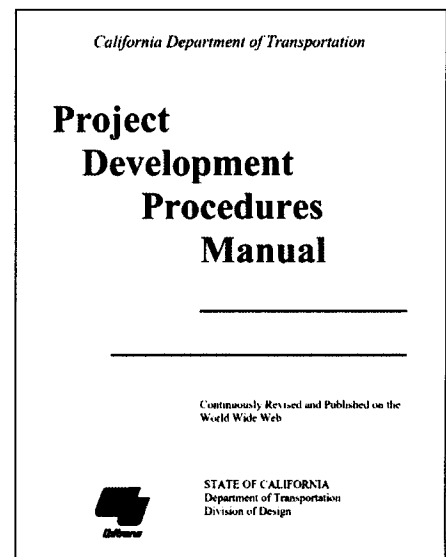
CALTRANS PROCESS

Mark Thomas will hold a Pre-PID meeting with Caltrans to introduce the project team, review the project limits, project elements, and confirm the project schedule and review times. This is a valuable meeting that forms the Project Development Team (PDT) that will be responsible for the timely delivery of the PSR-PDS. The purpose of the PID phase is to set the scope for the next phases of the project by receiving consensus on the purpose and need statement, developing a schedule for the future project phases, obtaining approval to move into PA/ED, and creating an accurate estimate to program future project costs. Completing the PID document will make the City competitive for grant funding for PA/ED and construction.

Key Elements of a PSR-PDS

Mark Thomas will follow the Project Development Procedures Manual (PDPM) to prepare the PSR-PDS. The traffic analysis, environmental scoping, and alternative development will be concurrent efforts to maintain efficiency in delivery. Per Appendix S of the PDPM, the following items will be required to complete this phase of work:

- **Purpose and Need** - Mark Thomas will distribute a draft Purpose and Need (P&N) statement at the kickoff meeting and will seek Caltrans functional unit concurrence on the P&N as a first step. It is critical to gain Caltrans buy-off on the P&N early in the process to define the project scope. If needed, a P&N Focus Meeting will be held to come to consensus with the Project Development Team (PDT).
- **Alternatives** - We will develop and refine alternatives of the Lathrop Interchange. As part of the PSR-PDS documentation, Mark Thomas will prepare the PID level project description. The developed alternatives will satisfy the project purpose and need, will be cost effective, and will avoid or minimize environmental and right-of-way impacts.
- **TEPA** - The intent of the traffic analysis in a PSR is to produce findings and estimates related to the operational and safety performance of existing and proposed highway infrastructure. The preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis. In the TEPA, Fehr and Peers will identify major performance deficiencies within and adjacent to the project limits, determine scope and magnitude of traffic analysis study that will be performed during PA/ED, and verify that proposed alternatives will satisfy the purpose and need. The traffic analysis results will be presented as part of the TEPA and will be reviewed and approved by the PDT including Caltrans and will ultimately be incorporated into the PSR document.
- **Intersection Control Evaluation** - Per Caltrans Traffic Operations Policy Directive 13-02, the ICE must be evaluated as part of the traffic study. This task includes the objective evaluation and comparison of implementing signal and roundabout intersection control.



- **Preliminary Environmental Assessment Report** - It is crucial to understand the environmental constraints within in the project area and to have familiarity with the Caltrans environmental process. The PEAR will identify and discuss potential impacts, identify environmental studies needed in PA/ED, and make a recommendation of required environmental documentation. Since the project will include roadway excavation, demolition, and modifications at the existing overcrossing, an Initial Site Assessment will also be prepared.
- **Stormwater Data Report** - A PID level stormwater data report will be prepared to identify potential stormwater quality issues and to summarize key storm water quality elements.
- **Right-of-Way and Utilities** - A summary of right-of-way impacts for each alternative will be developed. A summary of existing utilities will be prepared, and potential utility relocations will also be identified. Early identification of utility impacts will be critical in subsequent phases of the project. It will be critical to identify prior rights and utility owner liability to develop accurate project cost estimates. Mark Thomas is intimately familiar with this challenge and successfully gained approval for a Caltrans Longitudinal Encroachment Permit at the Union Road Interchange.
- **Risk Register** - Mark Thomas will develop a risk register to be included in the attachments of the PSR-PDS. The team will review potential high-risk issues that could impact quality, scope, cost, or schedule.
- **Estimate** - One of the key elements of the PID phase is developing an accurate cost estimate. The estimating will not only include creating a project construction cost estimate but will also include developing a support cost estimate for efforts needed to complete all other phases of the project (PA/ED, design, and construction). Establishing a precise cost estimate will set the project up for success for the future project phases.

FUNDING

Obtaining grant funds for Caltrans interchange improvements with the current funding environment is very challenging. It takes creativity and a strategic partnering approach to build a coalition of support and a combination of improvements/projects to provide multi-modal benefits. Mark Thomas has been working statewide with local and regional agencies to secure grant funding and has established us as grant funding leaders in the industry. **Ryan Bissegger, our funding lead, is an instructor for the Active Transportation Resource Center/California Local Technical Assistance Program "Positioning for Successful Grant Applications" course where he's taught more than 500 agency staff about grant funding.** Ryan has worked with the City to support grant applications for Active Transportation Program (ATP), and Measure K. Our team is currently working with the cities of Riverside, Redwood, Santa Ana, Tracy, the counties of Sacramento and Yolo, and the San Joaquin Regional Rail Commission to develop funding strategies for complex infrastructure improvements. **Our team has secured over \$1.3B in grant funds over the last five years to the benefit of our local and regional agency partners.** Mark Thomas' grant funding expertise will be critical to developing a funding strategy that, in combination with the phasing analysis, is successful at securing outside funding. This approach, which will leverage our current funding analysis of City infrastructure, includes:

- **Leveraging Match Dollars** - The City should consider using development impact fees and Measure K funds as their local match. SJCOG Measure K Regional Arterial funds are being used for interchanges throughout the County. The City can use an approach of over-matching and reduce the amount requested from grant programs. This will make the project more competitive on a larger scale.
- **Branding the Improvements** - A regional approach to describing the project may be required to make a project competitive. The project could be branded with regional improvements along I-5 for SJCOG and Caltrans. This is consistent with the SJCOG Congested Corridors Plan for South San Joaquin County that identified the interchanges and improvements to I-5 as necessary to alleviating congestion.
- **Marketing Multi-Modal Enhancements** - Providing multi-modal improvements and complete streets is important for Caltrans and funding attractiveness. The bicycle and pedestrian facilities included in the interchange are a benefit to other regional improvements. These facilities can be shown to offset projected VMT increases and improve application competitiveness.
- **Bundling with Other Improvements** - The City can explore bundling the interchange improvements with the other projects that include regional highway improvements or Valley Rail projects. One example would be to approach SJRRC about their track and station improvement plans to bundle with the interchange. This will improve the competitiveness of the City's project. Mark Thomas is using a similar approach for interchange improvements and light rail stations in Sacramento County.

TRUSTED EXPERTS

Mark Thomas has a significant amount of experience in delivering Caltrans interchange projects for local agencies. Through this experience, we have developed a management approach that will fit the needs of both the City and Caltrans. This includes understanding the needs of both agencies and finding the best path to project delivery and success. Through our significant experience, we have numerous examples of previous project designs that we can leverage for use on this project. We also have established relationships with Caltrans D10 and Central Region that will facilitate project approvals.

MANAGING RISK

A Risk Matrix will be prepared to identify project elements that could impact the budget, schedule, and scope during the refinement of the roadway geometrics, analysis right of way and utility constraints, and environmental assessment. The risk matrix will identify the probability of occurrence (high, med, low) and should continue for the life of the project as the risks can change as the project matures or anticipated risks disappear. Avoidance and mitigation measures can be developed by the Project Development Team (PDT) to reduce the overall risk to the project.

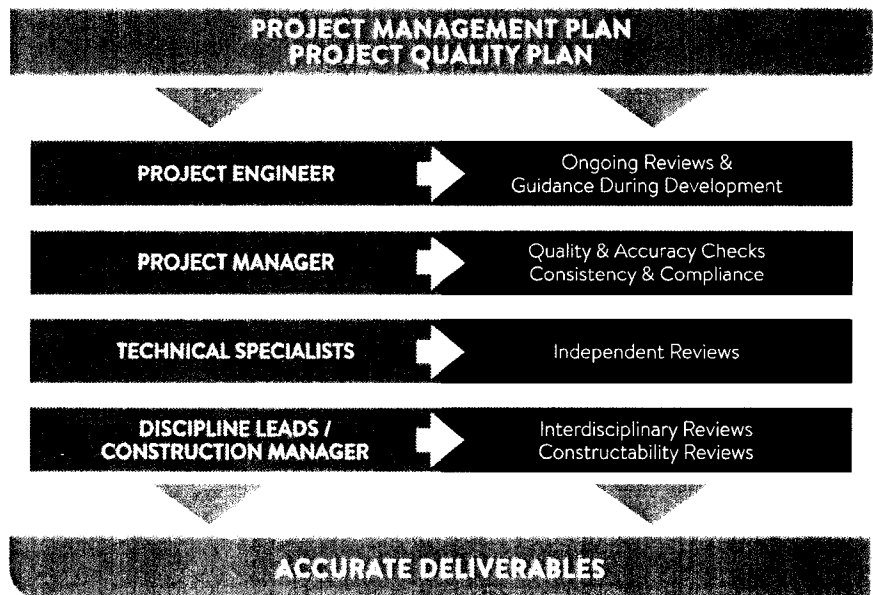
CRITICAL PATH SCHEDULE MANAGEMENT

Martha will develop a detailed Critical Path Method (CPM) project schedule to break down tasks into a logical sequence of activities. Key milestone activities, such as deliverable dates, will be incorporated with appropriate agency review times. Once approved by the City, Martha will distribute the baseline project schedule to the PDT. She will update the schedule monthly (or more often, depending on project drivers) to show the physical percent complete of each activity and incorporate any modifications to the baseline schedule. She will proactively manage the schedule, constantly tracking the critical path items and mitigating deviations from the schedule as changes occur.

MARK THOMAS QUALITY ASSURANCE AND QUALITY CONTROL PROGRAM

Mark Thomas firmly believes that Quality Assurance/Quality Control (QA/QC) is a company wide effort. Throughout the project, we will implement a QA/QC program in accordance with our Quality Management Manual. This document clearly defines our quality management system and dictates the implementation of the Company's quality policies at all levels. All Mark Thomas team members will adhere to this plan. Each of our respective firms supports the idea that it is our responsibility to produce high-quality products that will result in developing a clearly defined and cost-effective project.

The Mark Thomas Team will operate under a Total Quality Management system of which a specific Quality Control Plan is only a part of the overall system. The Total Quality Management Program is a continuous process, used not just at project milestones, but daily as workflows from desk-to-desk, discipline-to-discipline, and consultant-to-client. Our reputation has been built upon the delivery of high-quality services to our clients. The production of these high-quality deliverables is founded upon documented procedures and design practices for a system of independent checking and reviews that are implemented on all our projects.



Recognizing the design consultant's responsibility for the accuracy and completeness of the plans and other design documents, Mark Thomas and each of its subconsultants are dedicated to their established programs of strict quality assurance and control. These programs assign specific individuals to, and define the requirements for, quality control activities.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

1.1 Project Management

Martha Dadala, Mark Thomas' experienced project manager will coordinate all operations with City, Caltrans and other agencies as needed, including but not limited to, tracking progress of the work and administering subcontracts. The Project Manager will provide overall Project management, coordination, and supervision of Project staff to facilitate the performance of the work in accordance with the standards and requirements of the City and other applicable agencies.

Deliverables: Monthly Status Report and Invoice; Updated Project Fact Sheet

1.2 Coordination and Meetings

Mark Thomas' Project Manager will conduct meetings and oversee coordination with other stakeholders, including Caltrans, City, and other agencies, in monthly Project Development Team (PDT) meetings. Mark Thomas Project Manager will be responsible for preparation of agendas and meeting minutes, review project status, communication and distribution of Project records and information, and responses to all internal requests for information about the Project.

Our firm may use video or audio-conferencing software to conduct these meetings as needed.

Deliverables: Monthly Project Management Status Meetings; Meeting Agendas; Project Status Reports; Meeting Minutes and Action Items; Monthly Status Report and Invoice.

1.3 Scheduling and Administration

Mark Thomas will develop and maintain a Work Plan to identify each sub-task and deliverable. Provide regular reporting on the Project status, including, but not limited to, schedule, contract budget, and general progress on Project tasks. The Project Manager will be responsible for adherence to all applicable City and Caltrans administrative policies and procedures.

Deliverables: Project Schedule; Work Plan, Communication Management Plan; Risk Management Plan

1.4 Quality Control / Quality Assurance (QA/QC)

Mark Thomas will conduct Quality Control reviews on all submittals to the City and Caltrans. Our firm will develop and maintain a Quality Assurance Plan (QAP) during the life of the project and ensure the processes are adhered to by our corresponding subconsultants.

Deliverables: QA/QC Plan; QA Certifications

1.5 Public Information Coordination

Assist the City with responding to public inquiries (letters and emails). Prepare a fact sheet with basic information containing Project Vicinity Map, Project Description, Purpose/Need, Project Estimates, Issues, Project Contact Information.

Deliverables: Responses to Request for Information/Inquiries; Project Fact Sheet

TASK 2: PROJECT STUDIES

2.1. Environmental Studies

De Novo will prepare a Mini-Preliminary Environmental Analysis Report (Mini-PEAR) in accordance with the Caltrans Volume 1, Chapter 5 of the Standard Environmental Reference (SER) and the PEAR Handbook - Guidelines for Preparation of the Preliminary Environmental Analysis Report. The Mini-PEAR is a tool to provide the minimum level of environmental scoping that should be undertaken at the PID phase of a project to develop the project's environmental scope, schedule, and cost in later phases. In other words, a PEAR should identify the resources needed to complete the environmental document or determination and the estimated costs for environmental mitigation.

Deliverables: Draft and Final Lathrop Road and I-5 Interchange – Mini-PEAR

2.2. Traffic Studies

Fehr & Peers will review available sources of multi-modal volume data in the vicinity of I-5 with Roth Road, Lathrop Road, and Louise Avenue interchanges (including ramp terminal and local intersections). Fehr & Peers will use the City of Lathrop, Manteca, and Ripon Travel Demand Model (Three City Model) to develop future year traffic forecasting. Mark Thomas will collaborate with the project team to develop and refine alternatives including partial cloverleaf and diverging diamond interchange. Build alternatives will include elements such as improved on- and off-ramps, new roadway connections, and upgraded intersection control devices. The results of the traffic analysis will be documented in a Traffic Engineering Performance Assessment (TEPA) and will be submitted to Caltrans for review. The TEPA will also include a preliminary scope of work for the traffic engineering studies to be completed in the PA/ED phase. The preliminary scope of work will be developed in consultation with Caltrans. This delivery will also include completion of the new VMT Decision Document required by Caltrans Headquarters and District 10.

Deliverables: Draft and Final TEPA

2.3 Preliminary Design

Mark Thomas will develop conceptual design plans for the viable build alternatives and present them to the City & Caltrans. We will screen the alternatives based on their performance, right of way impacts and select the best viable alternatives. Mark Thomas design team will prepare Geometric Approval Drawings (GADs) for the top three alternatives. GADs will include horizontal alignments, typical sections, profiles and super-elevation diagrams. The GADs will clearly show the lane configurations of Lathrop Road and the interchange ramps along with the bike/pedestrian improvements.

Deliverables: Draft and Final GADs

2.4 Hydraulic Studies

Mark Thomas will perform preliminary Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows for the Project build alternative. Our firm will identify requirements for hydraulic and storm water treatment design features as part of this task.

This task will consist of a Caltrans Storm Water Data Report (SWDR) for the PID phase.

Deliverables: Caltrans - Storm Water Data Report (SWDR)

TASK 3: RIGHT-OF-WAY REQUIREMENTS

Mark Thomas will perform the work necessary to verify and document the right-of-way and utility needs presented in the PSR-PDS. Monument will review previous right of way analyses prepared as part of prior feasibility studies to understand right of way requirements identified at that stage. Based on conceptual engineering developed by the design team, Monument will prepare a Conceptual Cost Estimate – Right-of-Way Component (CCE) in accordance with the guidelines detailed in Article 5 of Appendix S of the Caltrans Project Development Procedures Manual.

Deliverables: Right-of-Way Conceptual Cost Estimates for Three Alternatives

TASK 4: COMPLETION OF PID - PSR/PDS

4.1 Prepare Draft Project Study Report- Project Development Support

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

Deliverables: Draft PSR - PDS

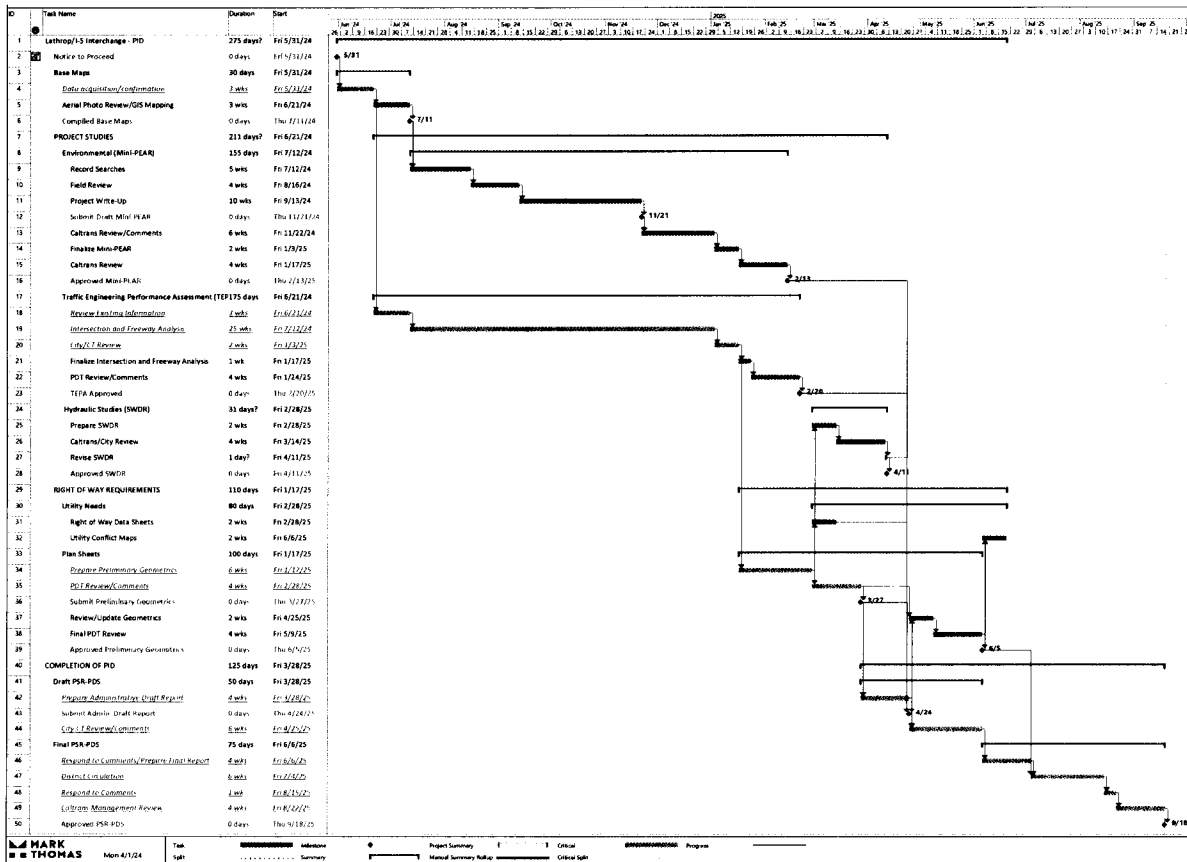
4.2 Prepare Final Project Study Report- Project Development Support

Following Caltrans and external reviews of the Draft PSR-PDS, Mark Thomas will coordinate with the PDT to address any new significant issues affecting the project's cost, scope or schedule and revise the PID accordingly.

Deliverables: Final PSR - PDS

I. MILESTONE SCHEDULE

Martha will develop a detailed CPM project schedule to break down tasks into a logical sequence of activities. Key milestone activities, such as deliverable dates, will be incorporated with appropriate agency review times. Once approved by the City, Martha will distribute the baseline project schedule to the PDT. Martha will update the schedule monthly (or more often, depending on project drivers) to show physical percent complete of each activity and incorporate any modifications to the baseline schedule. She will proactively manage the schedule, constantly tracking the critical path items and mitigating deviations from the schedule as changes occur.



J. FEE PROPOSAL

MARK THOMAS									Subconsultants			TOTAL COST	
	Principal	Sr. Project Manager	Sr. Project Engineer	Design Engineer II	Design Engineer I	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost	De Nova Planning Group	Fehr & Peers		Monument ROW
	\$474	\$303	\$225	\$165	\$135	\$173	\$173						
1.0 PROJECT MANAGEMENT													
1.1 Project Management		20						20	\$6,060	1,970	-	-	\$8,030
1.2 Coordination and Meetings	4	16	16					36	\$10,344	5,320	-	-	\$15,664
1.3 Scheduling and Administration			16			8	20	44	\$8,492	-	-	-	\$8,492
1.4 Quality Control / Quality Assurance (QA/QC)		4	16					20	\$4,812	-	-	-	\$4,812
1.5 Public Information Coordination		4	4					8	\$2,112	-	-	-	\$2,112
Subtotal Phase 1	4	44	52	0	0	8	20	128	\$31,820	\$7,290	\$0	\$0	\$39,110
2.0 PROJECT STUDIES													
2.1 Environmental Studies		4	8					12	\$3,012	9,568	-	-	\$12,580
2.2 Traffic Studies		4	8					12	\$3,012	-	43,900	-	\$46,912
2.3 Storm Water Data Report			8	60				68	\$11,700	-	-	-	\$11,700
Subtotal Phase 2	0	8	24	60	0	0	0	92	\$17,724	\$9,568	\$43,900	\$0	\$71,192
3.0 RIGHT OF WAY REQUIREMENTS													
3.1 Utility Needs/Right of Way Data Sheet		8	16		40			64	\$11,424	-	-	6,176	\$17,600
3.2 Base Maps and Plan Sheets		8	40	40	120			208	\$34,224	-	-	-	\$34,224
Subtotal Phase 3	0	16	56	40	160	0	0	272	\$45,648	\$0	\$0	\$6,176	\$51,824
4.0 COMPLETION OF PID - PSR													
4.1 Draft Project Study Report- Project Development Support		8	80	36				124	\$26,364	-	-	-	\$26,364
4.2 Final Project Study Report- Project Development Support	4	8	40	16				68	\$15,960	-	-	-	\$15,960
Subtotal Phase 4	4	16	120	52	0	0	0	192	\$42,324	\$0	\$0	\$0	\$42,324
TOTAL HOURS	8	84	252	152	160	8	20	684					
OTHER DIRECT COSTS									\$1,100	\$0	\$4,295	\$455	\$6,050
TOTAL COST	\$3,792	\$25,452	\$56,700	\$25,080	\$21,600	\$1,432	\$3,460		\$138,616	\$16,858	\$48,195	\$6,831	\$210,499

L. CONFLICT OF INTEREST

Mark Thomas & Company, Inc. does **NOT** have any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm relative to the services to be provided under the Agreement.

M. PROPRIETARY INFORMATION

Mark Thomas & Company, Inc.'s response to this RFP does **NOT** contain any proprietary information.

N. CITY BUSINESS LICENSE

A copy of our renewed business license is provided below.

**CITY OF LATHROP
FINANCE DEPARTMENT
390 TOWNE CENTRE DR
LATHROP CA 95330**

Business Name: Mark Thomas & Company Inc
Location Addr: 2833 Junction Ave. #110
Lic. Nbr: 20233
Issue Date: 03/27/2024 Expiration Date: 12/31/2024
Restrictions:

PLEASE DISPLAY IN PLAIN VIEW

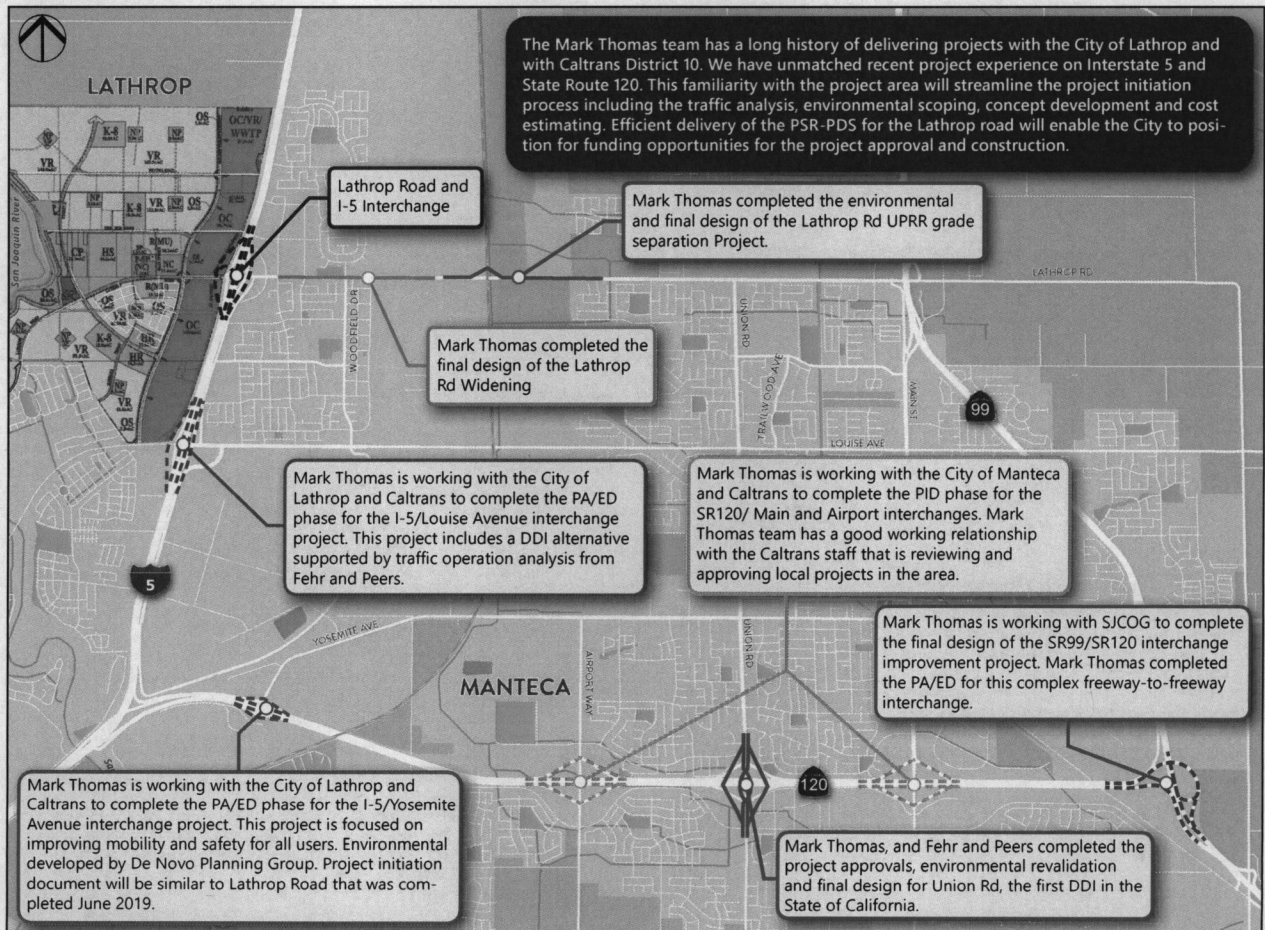
**Mark Thomas & Company Inc
2833 Junction Ave. #110
SAN JOSE, CA 95134**

O. OTHER INFORMATION

Mark Thomas & Company, Inc. does **NOT** have any real or apparent conflict of interest with current developers or landowners in the City of Lathrop.

The Mark Thomas Team will develop feasible solutions based on a long history of successful interchange reconstructions. In addition to our team's expertise, there are key elements to our approach that will be critical to delivering this project for the City.

City of Lathrop and Caltrans D10 Projects



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