

B. Consultant enters into this AGREEMENT as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this AGREEMENT to bind the City in any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this AGREEMENT.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this AGREEMENT is based on such independent investigation and research.

2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on June 30th 2027, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or designee may, by written instrument signed by the Parties, extend the duration of this AGREEMENT in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

C. The Agreement Milestones are as follows:

<u>Deliverables</u>	<u>Date</u>
Draft Drainage report and wet utilities	4/9/2026
Draft RWDS	7/9/026
Draft Plat and Legal Descriptions	10/8/2026
75% PS&E	7/30/2026
Final PS&E	11/25/2026

Payment for services shall be made upon City’s approval of deliverables.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit “C”**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed ONE MILLION NINE HUNDRED SIXTY ONE THOUSAND FIVE HUNDRED SIXTY THREE DOLLARS (\$1,961,563) without City’s prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

C. If the work is temporarily suspended at the request of the City, compensation shall be based upon the portion of work completed as of the date of the suspension , subject to Section 4.

4. TERMINATION:

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this AGREEMENT.

C. Notwithstanding any provisions of this AGREEMENT, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this AGREEMENT by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this AGREEMENT, except as provided in Section 4C. Upon termination, the City shall be entitled to all final work and draft work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 herein.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required herein. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this AGREEMENT in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and

the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this AGREEMENT. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services herein. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this AGREEMENT and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this AGREEMENT.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this AGREEMENT shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be

fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN AGREEMENT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the AGREEMENT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this AGREEMENT, City determines and notifies Consultant in writing that Consultant's duties under this AGREEMENT warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this AGREEMENT are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this AGREEMENT in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful

misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the AGREEMENT. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.

b. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

c. Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms: "City of Manteca, its officers, officials, employees, agents, and volunteers".

2. Automobile Liability: If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

a. Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.

b. Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

3. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

b. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

c. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

6. Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

8. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Manteca.

9. Waiver of Subrogation: Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

10. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

11. SPECIAL RISKS OR CIRCUMSTANCES: The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

12. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

13. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage that is not being maintained, in the form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this AGREEMENT.

D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the AGREEMENT.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this AGREEMENT. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this AGREEMENT are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Somporn Boonsalat
Deputy Director of Engineering
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Matt Brogan
Principal + Vice President
Mark Thomas and Company, Inc.
701 University Avenue, Suite 200
Sacramento, CA 95825

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this AGREEMENT.

G. Severability. If any provision of this AGREEMENT is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.

K. Execution. This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this AGREEMENT. Each party warrants to the other that the signature to this AGREEMENT have the legal power, right, and authority to enter into this AGREEMENT and to bind each party.

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

ATTACHMENT 3

Agreement for Services

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

Toni Lundgren
City Manager

Mark Thomas & Company, Inc.

(Type name of Consultant/form of organization)*

ATTEST:

By: 

(Signature)
Matt Brogan, Exective Vice President

Cassandra Candini-Tilton,
Director of Legislative Services

(Type name and title)

COUNTERSIGNED:

By: See attached Clerks Certificate

(Signature)

Matt Boring
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: 2833 Junction Ave #110

San Jose, Ca 95134

Stephanie Van Steyn,
Director of Human Resources

Telephone: 408-453-5373

APPROVED AS TO FORM:
Riana E Daniel, City Attorney

By: _____
Kousha Mckeenejad, Deputy City Attorney



ATTACHMENT 3

CERTIFICATION OF CORPORATE AUTHORITY
Mark Thomas

The undersigned, Matt Brogan, Secretary of Mark Thomas. (the "Company"), HEREBY CERTIFIES as follows:

He is the duly elected Secretary of the Company, a California corporation.

At a meeting of the Board of Directors of the Company on June 20 2025, the following resolution was adopted:

RESOLVED: That certain individuals of this corporation, acting singly, be and hereby are authorized at any time and from time to time, to enter into contracts or other binding agreements (such as NDAs and teaming agreements) for the provision of services by the Company as follows:

1. Brandon Benton (Associate, Division Manager) and Aaron Silva (Associate, Division Manager) authorized up to the amount of \$1,500,000, or as delegated.
2. Ed Noriega (Associate Principal, Division Manager), Pat Somerville (Associate Principal, Division Manager), Darin Johnson (Associate Principal, Division Manager) Ben Porter (Associate Principal, Division Manager) and Kimberly Post (CFO) are authorized up to the amount of \$3,000,000, or as delegated.
3. Matt Brogan (Principal, Executive Vice President), Dave Moritz (Principal, Executive Vice President) Sasha Dansky (Principal, Executive Vice President), and Shawn O'Keefe (Principal, Executive Vice President) are authorized up to the amount of \$10,000,000, or as delegated.
4. Zach Siviglia (Principal, President, CEO) is authorized up to the amount of \$15,000,000, or as delegated.
5. Any contract in excess of \$15,000,000 is subject to the review of the Board of Directors and will be signed by Zach Siviglia (Principal, President ,CEO).

The signature authority, contract limit authorization, and delegation approved by this resolution is made may be revoked at any time at the discretion of Zach Siviglia (Principal, President, CEO).

According to the records of the Company in my possession as of this date, the above is a true and correct copy of said resolution, said resolution has not been amended or repealed, and is in full force and effect.

DATED June 20, 2025

A handwritten signature in blue ink that reads "R. M. Brogan".

Matt Brogan, Secretary

EXHIBIT A

Consultant Proposal/Scope of Work

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT.

CONSULTANTS

By: 
[Title] Executive Vice President

EXHIBIT C
Fee Schedule

TABLE OF CONTENTS

Task 1. Project Management and Coordination3

- Task 1.1. Project Management 3
- Task 1.2. Coordination and Meetings 3
- Task 1.3. Administration 3
- Task 1.4. Document Management 4
- Task 1.5. Quality Control 4

Task 2. Preliminary Engineering.....4

- Task 2.1. Review Updated Project Information (Basis of Design Memo) 4
- Task 2.2. Hydraulics/Hydrology Studies 5
- Task 2.3. Wet Utilities Studies 5
- Task 2.4. Other Agency Utility Studies and Mapping 5
- Task 2.5. Right of Way Data Sheets 5
- Task 2.6. Geotechnical Materials Reports 5
- Task 2.7. Drainage Memo 7
- Task 2.8. Public Outreach Materials Support 7

Task 3. Environmental7

- Task 3.1. Project Description 7
- Task 3.2. Technical Analysis and Studies 8
- Task 3.3. CEQA IS/MND Addendum 14

Task 4. Right of Way15

- Task 4.1. Right of Way Requirements (P&L) 15
- Task 4.2. Utility Coordination Support Services 16

Task 5. Base Maps and Plan Sheets.....17

- Task 5.1. Mapping and Surveys 17
- Task 5.2. Supplemental Topographic Survey 17

Task 6. Draft Plans, Specifications, and estimate (PS&E)18

- Task 6.1. Photometric Analysis 18
- Task 6.2. 75% Plans 18

Task 6.3. 75% and Final Roadway Cross Sections.....	19
Task 6.4. 75% Estimates.....	20
Task 6.5. Contract Specifications.....	20
Task 7. Final PS&E Package.....	20
Task 7.1. Final PS&E Package.....	20
Task 7.2. Constructability Review.....	20
Task 7.3. Resident Engineer File and Supplemental Materials.....	20
Task 8. Construction Engineering Support	21
Task 8.1. Work Plan for Additional Support Services	21
ASSUMPTIONS	21

SCOPE OF WORK

Mark Thomas will follow the scope of work below for the City of Manteca's Airport Way Widening Project. In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work.

Mark Thomas will provide contract documents (final) design services needed to perform the tasks noted below. All reports and/or studies, renderings and exhibits, plans and specifications, calculations, etc. developed by Mark Thomas will at a minimum comply with the City of Manteca's Standards. Electronic file deliverables will be in PDF (Portable Document Format), Microsoft (MS) Word, MS Excel, and/or CAD (Autodesk AutoCAD 2022 format).

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Task 1.1. Project Management

This task includes project management time to manage the scope tasks below. Mark Thomas' project manager will plan, organize, direct, and monitor project work activities and resources in accordance with contracted scope, schedule, and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, monthly status reports, memos, letters, and email, making phone calls and maintaining project files.

Task 1.2. Coordination and Meetings

Mark Thomas will conduct regular meetings with City, and shall conduct meetings and coordination with other stakeholders, City, and other agencies, in monthly Project Development Team (PDT) meetings or technical workshops and focused meetings as necessary. Mark Thomas will be responsible for the preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project. This scope assumes a PDT meeting once per month for a total of 36 PDT meetings.

Task 1.3. Administration

This task will include developing a master Critical Path Method (CPM) schedule and maintaining it throughout the design process. Input will be collected from Project Development Team (PDT) meetings and incorporated for the duration of the project. The CPM schedule will be updated monthly and at major project milestones, will consider City peer review, and will be prepared using Microsoft Project software.

This task will also include preparing monthly status reports, which will be submitted with invoices. The status report will outline all activities for which charges have been made by the Consultant or sub-Consultants. Mark Thomas will prepare a draft status report and submit it for approval prior to submitting the first invoice.

Task 1.4. Document Management

This project requires the use of a document management and storage system similar to Microsoft's SharePoint. The main objective of this task is to avoid using email to transmit project related documents like draft plans, specifications submittals, utility as-builts, schedules, etc., as well as, maintain project files organized and up to date with the capability to easily transfer all folders and files to the city's server at the end of the project. Mark Thomas will utilize Microsoft SharePoint to create team project folders and share with the Project Design Team.

Task 1.5. Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of regularly scheduled plan reviews, design checklists, and methods of project documentation. Specific methods for QA/QC will include:

- The Mark Thomas Quality Assurance Manager will perform an independent review of the project plans, estimates, and reports at each submittal for consistency, constructability, and accuracy.
- Design Technicians will use a "review stamp" for each round of changes which will track who commented on the plans, who checked the drafting, and when the final product was reviewed again by the design engineer.

Mark Thomas will implement and maintain these quality control procedures during the preparation of plans and documents throughout the project.

Task 1 Deliverables:

- Meeting Agendas and Minutes (36 Meetings)
- Monthly Status Reports
- CPM Master Schedule, Updated Monthly

TASK 2. PRELIMINARY ENGINEERING

Task 2.1. Review Updated Project Information (Basis of Design Memo)

Mark Thomas will request, collect, assemble, and review all pertinent project information, including, but not limited to, prior Project Reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. Consultant shall incorporate the collected materials and information into the Project Master Files.

Mark Thomas will use this information and formalize this information in the preparation of a Basis of Design Memo that will memorialize design standards and decisions made at the preliminary design level. This document will continue to be updated throughout the duration of the project and reflect any

deviations from standards that were made. Due to project durations, design decisions can sometimes be forgotten, and this memo will help track this through the life of the project.

Task 2.2. Hydraulics/Hydrology Studies

Mark Thomas will perform Hydraulics/Hydrology studies to analyze on-site and off-site storm water flows. Consultant shall identify requirements for hydraulic and storm water treatment design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Task 2.3. Wet Utilities Studies

Mark Thomas will perform studies to analyze the wet utilities such as potable water, and sewer based on the City's General Master Plan. Consultant shall identify requirements for these wet design features as part of this task. Results of this study shall be considered and utilized in the project preliminary design.

Task 2.4. Other Agency Utility Studies and Mapping

Mark Thomas will perform studies to analyze the other utilities such as PG&E, SSJID and any other agencies utilities within the road and that are not part of the Rule 20A utility undergrounding. Consultant shall identify these utilities and impacts on the roadway design. Results of this study shall be considered and utilized in the project preliminary design.

Mark Thomas will send proposed project plans/limits map to utility owners with a City approved letter requesting verification of the location, size, and depth of each facility within the Project area. Mark Thomas will map and identify all public or private utilities that may be affected by Project and identify utilities requiring relocation. Mark Thomas will identify potential conflicts and summarize these results in the form of conflict mapping and memo.

Task 2.5. Right of Way Data Sheets

The project is not within Caltrans ROW and Mark Thomas shall assess project ROW requirements by obtaining ROW information and modify and preparing ROW data sheets for the City. These will be produced in the form of right of way acquisition strip map exhibits that identify the square footage of take required from each parcel. This task will include preliminary utility location work, which includes, but not limited to, review of utility as-built plans and performing utility record searches. Results of this assessment will be used as basis for estimating ROW costs.

Task 2.6. Geotechnical Materials Reports

Preliminary Materials Reports

Crawford will prepare a PMR to provide preliminary materials and pavement recommendations for the project based on an initial evaluation of readily available data, geologic maps, soil surveys, aerial photos; review of the project plans/alternatives and a site visit. The report will include a summary of the expected subgrade and groundwater conditions; expected excavatability and use of onsite materials as backfill; preliminary recommendations for pavement structure; fill materials/disposal sites (if necessary); and

recommendations for future fieldwork and laboratory testing. It will also include corrosion potential at the site based on desktop studies if culverts, water, wastewater and storm utilities are proposed.

No fieldwork is planned during this phase of the project.

Pavement Life Cycle Cost Analysis

Crawford will provide pavement life cycle cost analysis results based on cost estimates, traffic data and other input parameters provided by others to assess the various pavement alternatives for the project.

Geotechnical Design and Materials Report (GDMR)

For this task Crawford will:

- Determine exploration locations, determine site access, and mark our exploration locations for USA North 811;
- Obtain a San Joaquin County Environmental Health Permit for our borings;
- Obtain a no-fee Manteca Encroachment Permit; and

Crawford will conduct a subsurface exploration program to characterize the subsurface conditions for the roadway widening, at-grade bicycle lanes, and sidewalks.

To measure the existing structural pavement sections (HMA and AB), Crawford will perform 8 to 10 pavement cores. Additionally, Crawford will perform five to six borings (3 ft to 5 ft deep) will with hand auger equipment at the roadway widening areas. An Engineer/Geologist will direct the coring and sampling. At each core location, Crawford will use a diamond tipped core bit 4 to 6 inches in diameter to core through the existing pavement. The existing pavement sections (HMA and AB) will be measured, and subgrade samples will be retrieved for R-value testing. Bulk samples will be obtained from these borings for laboratory testing.

We will deliver the samples to the laboratory for resistance and classification testing. Surface and groundwater conditions will be noted where encountered. Traffic control is expected to include lane closures with flaggers. The borings will be backfilled per County requirements.

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory borings (as appropriate):

- Moisture Content;
- Sieve Analysis and Plasticity Index;
- #200 Wash;
- Mix Design (if selected)
- R-value; and

Resistivity, pH, Sulfate Content, and Chloride Content for soil corrosivity analysis.

Crawford will perform engineering analysis to provide pavement section recommendations using empirical method based on the Caltrans Highway Design Manual. We assume Traffic Index values will be provided by the design team for the pavement design.

Crawford will prepare a GDMR to provide geotechnical design and materials recommendations for the project based on a site reconnaissance, field exploration and laboratory testing. The report will include: scope of work and project description; physical setting, including topography, drainage and regional/local geology; summary of subsurface soil/subgrade and groundwater conditions; corrosion potential evaluation, excavatability and use of onsite materials as backfill; recommendations for new pavement structure; recommendations for pavement rehabilitation; recommendations for percent cement for FDR mix design (if selected); laboratory test results; grading recommendations; construction considerations; fill materials/disposal sites (if necessary); Vicinity Map; Site Plan with boring locations; Boring logs and legend.

Crawford will address one round of City comments before finalizing the report.

Task 2.7. Drainage Memo

Mark Thomas will prepare a Drainage Memo for the project location. The memo will identify the existing drainage facilities, outfalls, and impacts of the future improvements. The drainage memo will follow City of Manteca Standards and Caltrans Standards for determining drain inlet spacing and system capacity requirements of the new storm drain system.

Task 2.8. Public Outreach Materials Support

Mark Thomas will support the City with public outreach and information by supplying exhibits or supporting materials. These exhibits will also be supported by the graphics department to make them more aesthetically appealing to the public. Mark Thomas assumes that 4 separate exhibits will be needed for support.

Task 2 Deliverables:

- Drainage Technical Memo (pdf)
- Wet Utility Technical Memo (pdf)
- Right of Way Data Sheets (pdf)
- Draft and Final PMR (pdf)
- Life Cycle Cost Analysis Results (pdf)
- Draft and Final GDMR (pdf)
- Basis of Design Memo (pdf)
- Utility "A" Letters (pdf)
- Existing Utility Base Mapping (Civil 3D)

TASK 3. ENVIRONMENTAL

Task 3.1. Project Description

LSA will work closely with the Mark Thomas and the City to update the previous 2020 Project Description to current design and standards. The updated Project Description will provide the level of detail necessary for the technical reports and environmental documents to support thorough environmental impact

analyses. For example, the Project Description will include extensive details about the existing environmental setting, a description of the proposed project components, construction access and staging, and other essential project and construction details. A location map and graphics illustrating the project will also be prepared based on materials provided by the project engineer. LSA will provide the updated Project Description to Mark Thomas and City staff, and a final version deemed acceptable for the technical analyses and CEQA document will be prepared in response to comments from the Mark Thomas and City staff. Preparation of the technical analyses and CEQA document will commence after the updated Project Description is approved.

Task 3.2. Technical Analysis and Studies

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

LSA will directly incorporate the technical analyses into the CEQA document and will not prepare separate reports, unless noted otherwise.

Air Quality, Energy, Greenhouse Gas

Construction and operation of the proposed project would generate air quality and greenhouse gas emissions. Typically, an individual project does not generate sufficient greenhouse gas emissions to influence global climate change significantly on its own; therefore, the issue of global climate change is cumulative in nature. The proposed project would generate greenhouse gas emissions that would cumulatively contribute to global climate change. LSA will prepare Air Quality, Energy, and Greenhouse Gas (GHG) Emissions analyses to identify existing air quality conditions and potential air quality impacts resulting from the proposed project, by undertaking the following subtasks:

- **Describe the Existing Regulatory Framework.** The existing regulatory framework for air quality, including existing air quality laws and regulations.
- **Assess Project Construction Emissions.** Construction activities associated with the proposed project would generate increased particulate emissions associated with demolition, site preparation, grading, soil hauling, and other construction activities on the project site. Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the latest version of the California Emissions Estimator

Model (CalEEMod). These emissions will be compared to the thresholds of significance recommended by the San Joaquin Valley Air Pollution Control District (SJVAPCD).

- **Assess Project Operation-Period Air Quality Impacts.** The project would generate new vehicular trips within the region. Regional emissions of criteria air pollutants associated with long-term operations from vehicle trips will be calculated with CalEEMod. In addition, emissions associated with stationary sources, such as on-site energy consumption and landscaping equipment will be estimated. These emissions will be compared to the thresholds of significance recommended by the SJVAPCD.
- **Assess Project Greenhouse Gas Emissions.** LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project, including construction activities, new vehicle trips, energy consumption, water usage, and solid waste generation and disposal using CalEEMod.
- **Analyze Energy Use.** LSA will evaluate the proposed project's impacts related to energy use in response to the environmental checklist questions. This discussion will address the proposed project's compliance with applicable energy efficiency standards and will cross reference the discussion provided in the greenhouse gas emissions section, as necessary. Energy data estimated using the CalEEMod model will be reported.
- **Determine Project's Consistency with Energy Efficiency Standards.** The analysis will also address the project's compliance with applicable energy efficiency standards and will cross reference the discussion provided in the GHG emissions discussion as necessary. For purposes of this analysis, impacts to energy resources will be considered to be significant if the project would result in the wasteful, inefficient, or unnecessary consumption of fuel or energy.
- **Determine Whether Estimated Emissions Levels Exceed De Minimis Emissions Levels.** In a nonattainment or maintenance area, a conformity determination is required for each pollutant where the project's total direct and indirect emissions exceed de minimis levels. LSA will refer to EPA's Conformity determination thresholds at 40 CFR 93.153 to determine the de minimis level for each nonattainment or maintenance level pollutant.

If the project's estimated emissions levels are below de minimis levels for all nonattainment or maintenance pollutants, the project is in compliance with the Clean Air Act and no further action is required.

- **Identify Mitigation Measures.** If the estimated emissions levels exceed de minimis levels, LSA will determine whether the project can be brought into compliance with the State Implementation Plan (SIP) through modification or mitigation. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

LSA will integrate the analysis above into the IS/MND Addendum.

Biological Resources

As part of the 2020 IS/MND, LSA had previously evaluated the biological resources and potential project effects to those resources. Since those studies are five years old, LSA will reevaluate the biological resources present on the project site relying heavily on the 2020 previous studies and determining project effects to those resources. Additionally, LSA will analyze the biological resources for the new project area north of Yosemite Avenue.

LSA will evaluate the biological resources present on the project site and determine project effects to those resources in support of the IS/MND Addendum. The key objective will be to identify any special-status plant or wildlife species or sensitive habitats that may be impacted by the project consistent with State and federal requirements. Based on a LSA's knowledge of the project area, the project area is predominantly developed as rural residential and the overall biological resources sensitivity is low. Sensitive biological resources are limited to Swainson's hawk, western burrowing owl, and other nesting birds. No aquatic resources are present.

Background Review. LSA will request an updated report of special-status species from the United States Fish and Wildlife Service (USFWS) through their Information for Planning and Consultation (IPaC) website and will query the California Natural Diversity Data Base (CNDDDB). LSA will also review any available background materials or technical reports relevant to the biological resources potentially present in the project area.

General Field Survey. LSA will conduct a general field survey to capture any updates to plant communities and/or habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. Since the project is eligible for coverage under the San Joaquin County Multi-Species Conservation and Open Space Plan (SJMSCP), mapping will be consistent with the SJMSCP mapping classification system. During this survey, LSA will also review the project area and nearby vicinity for burrows suitable for use by burrowing owl as well as potential nesting trees for raptor species.

Documentation. The results of the biological resources research and field surveys will be documented in the biological resources section of the IS/MND Addendum. The section will include a discussion of plant communities present and animal species present or expected to occur based on background research and the habitats present at the site. Generalized vegetation maps will be prepared showing plant community types consistent with the SJMSCP as well as the locations of any sensitive biological resources identified. The section will include an assessment of potential project impacts on the biological resources present, and recommended mitigation measures (including SJMSCP Avoidance and Minimization Measures), as appropriate.

Cultural Resources

In December 2018, LSA prepared a Cultural Resources Study (CRS) for an earlier iteration of the proposed project. The 2018 CRS consisted of records and sacred lands searches, a literature review, historic map review, outreach to interested parties, and a field survey. The CRS identified 31 age-eligible built environment cultural resources within the Study Area. The CRS applied the evaluative criteria of the

California Register of Historical Resources (CRHR) and found that none of the built environment resources appeared eligible for CRHR inclusion due to a lack of significance or lack of integrity necessary to convey associative significance.

Since the 2018 CRS is now over seven years old, LSA will prepare a technical letter report of findings to (1) review the findings in the 2018 CRS to determine if the findings regarding cultural resources present in the Study Area remain valid, and (2) identify and evaluate additional age-eligible built environment resources that are within an approximately 1,000-foot extension to the Study Area's northern terminus for eligibility for inclusion in the CRHR. The technical letter report of findings will rely heavily on LSA's 2018 CRS and determining project effects to eligible resources, if any.

Preliminary background research indicates that there are 14 parcels within the approximately 1,000-foot project extension that contain one or more built environment cultural resources that are 50 years old or older. LSA will evaluate parcels that are over 50 years old but were not evaluated in 2018 as well as parcels that contain buildings, structures, or objects that have turned 50 years old (i.e. 1975 or older) since the 2018 recordation:

1. 295 North Airport Way (APN 198-160-220-000), built 1948;
2. 247 North Airport Way (APN 198-170-170-000), built 1973;
3. 264 North Airport Way (APN 200-140-030-000), built 1957;
4. 225 North Airport Way (APN 198-170-180-000), built 1968;
5. 238 North Airport Way (APN 200-140-050-000), built 1954;
6. 250 North Airport Way (APN 200-140-040-000), built 1955;
7. 214 North Airport Way (APN 200-140-060-000), built 1926;
8. 207 North Airport Way (APN 198-170-190-000), built 1969;
9. 185 North Airport Way (APN 198-170-200-000), built 1973;
10. 194 North Airport Way (APN 200-140-070-000), built 1967;
11. 153 North Airport Way (APN 198-170-220-000), built 1944;
12. 180 North Airport Way (APN 200-140-080-000), built 1940;
13. 137 North Airport Way (APN 198-170-260-000), built 1961; and
14. 1069 South Airport Way (APN 241-310-390-000), built 1975.

Work Plan

Records Search. LSA will request staff of the Central California Information Center (CCaIC) at California State University, Stanislaus, to conduct a cultural resource records search of the Study Area and a ¼-mile radius. An affiliate of the California Historical Resources Information System, the CCaIC is the official state repository of cultural resource records and reports for San Joaquin County. All pertinent references will be reviewed and the extent of previously recorded sites, surveys, and excavations within and adjacent to the project site will be determined.

Literature and Map Review. LSA will review available maps of the Study Area and vicinity to understand the patterns of change and development within the Study Area.

Native American Coordination. LSA will contact the Native American Heritage Commission (NAHC) in West Sacramento to request a search of the Sacred Lands File for purposes of determining if Tribal Cultural

Resources are recorded within the Study Area. This scope does not include coordination or consultation assistance with Native American tribal representatives.

Historical Society Outreach. LSA will contact the Manteca California Family History Center, the Manteca Historical Society and Museum, the San Joaquin County Historical Society & Museum, and the San Joaquin Genealogical Society to request their input, information, and solicit any concerns that the associations may have regarding historical resources in the Study Area.

Field Surveys. After receiving the results of the record search, a LSA archaeologist and architectural historian will conduct a pedestrian cultural resource field survey of the Study Area (anticipated to take a maximum of one day). The surveys will be conducted from the public right-of-way and no access to parcels is required. This scope assumes no archaeological cultural resources will be identified within the project site as a result of the record search or field survey.

Prepare Technical Analyses. Following completion of background research and field surveys, LSA will prepare cultural resource technical analyses that will include record search results, field methods and results, outreach results, and management recommendations. The analyses will be submitted to the CCalC in fulfillment the archival access agreement. LSA will describe the results of the record search in a cultural resources assessment report, which will be prepared in support of the project's CEQA environmental document.

To the maximum extent possible, the supplemental analyses proposed here will rely on LSA's 2018 CRS as necessary to reduce redundant research and maximize efficiencies. Two standalone documents will be prepared. One letter report will address archaeological sensitivity, and a separate standalone technical study will address built environment cultural resources within the Study Area. The properties identified above will be recorded, as appropriate, on State of California Department of Parks and Recreation [DPR] Series 523 forms and evaluated for inclusion in the CRHR.

Should they arise, LSA will immediately notify the City and develop a scope and budget for any necessary additional tasks not foreseen in this scope. Such tasks could include, but are not limited to, positive results for archaeological cultural resources requiring recording of cultural resources on DPR Series 523 forms, resolving conflicting agency comments, substantive comments, or multiple rounds of comments requiring response, review by agencies or entities other than the City (such as tribes or peer reviewers), or protracted coordination with the City or others.

Noise

LSA previously completed a noise and vibration analysis to evaluate the project's effects in 2020 based on the proposed changes to the roadway, average daily traffic (ADT) volumes, and the City's exterior and interior noise standards. LSA will utilize the updated ADT volumes (to be provided by Fehr & Peers) to support the updated noise analysis for the CEQA Addendum. Additionally, LSA will complete a noise and vibration analysis for the new project area north of Yosemite Avenue.

Initial Site Assessment (ISA)

To support the ISA Task, Crawford will update the 2018 draft Phase 1 Initial Site Assessment (ISA) previously prepared for the original alignment. The updated project alignment will assess the project alignment and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the constructability, feasibility, and/or cost of the project. The updated ISA will be prepared in accordance with the procedures set forth in Caltrans' Standard Environmental Reference, Chapter 10, and ASTM E1527-21. The ISA will include the following elements:

- **Physical Setting Review:** The ISA will also include a summary of geologic conditions underlying the subject property and vicinity based on readily available geologic mapping from the US Geological Survey and the California Geological Survey; and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.
- **Historical Land Use Review:** Crawford will contract with Environmental Risk Information Service (ERIS) to provide historical aerial photographs, historical USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the subject property and vicinity. Crawford will review these data to develop a history of general property uses for the project alignment and surrounding parcels back to the alignment's first development, or 1940, whichever is earlier.
- **Records review:** ERIS will conduct a computerized search of federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the subject property, and properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.
- **Site Reconnaissance:** Crawford will perform a driving and walking reconnaissance of the subject parcel and vicinity to observe current conditions. Conditions on adjacent parcels will be observed from the public right-of-way. The reconnaissance will include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of hazardous materials and wastes within and adjacent to the project alignment; and general conditions with regard to the presence of underground and above ground storage tanks, drums, wells, electrical equipment, stockpiled soil, vegetation, odors, and sewage/waste disposal, as appropriate.
- **Interviews:** Where warranted by observations and data, Crawford will make reasonable attempts to interview current and past property owners, tenants, and key site managers of properties adjacent to the project alignment, where names and contact information is provided. Crawford may also contact City of Manteca or San Joaquin County Environmental Health Department personnel to inquire about department knowledge pertaining to the project alignment or properties in the project vicinity, as warranted by the findings and reconnaissance.
- **Report of Findings:** A report documenting our assessment will be prepared for the project. The report will include, but not necessarily be limited to, the following:
 - Description of the subject property and vicinity;

- Summary of the physical setting, local geologic conditions, and hydrogeologic conditions;
- Summary of the historical record review and historical site usage;
- Findings from the records review;
- Site reconnaissance observations;
- Interview results;
- Photographs of significant items of environmental concern observed during the site reconnaissance (if any);
- Findings, Opinions, and Conclusions on potential impacts: including a summary of RECs, and a discussion of significant data gaps and data failures; and
- Recommendations: As warranted by the findings for additional investigation and/or sampling for potentially hazardous materials.

Task 3.3. CEQA IS/MND Addendum

LSA anticipates that an Addendum to the 2020 IS/MND will be the appropriate document to comply with CEQA. LSA will prepare an IS/MND Addendum in accordance with the *State CEQA Guidelines*, standards, and thresholds of significance (unless additional City thresholds apply) to satisfy CEQA.

Note that if the IS/MND Addendum and/or supporting technical studies identify new significant environmental effects, a substantial increase in the severity of previously identified significant environmental effects, or any other conditions described in CEQA Guidelines Section 15162, then preparation of a higher-level CEQA document would be required. LSA would immediately notify City staff to review the circumstances and investigate potential scenarios to proceed with the environmental review. LSA would prepare an amendment to this scope and budget to account for any additional environmental services necessary to comply with CEQA.

Draft IS/MND Addendum

LSA will prepare a comprehensive Draft IS/MND Addendum to the previous 2020 IS/MND for the City's review and will address the following impact issues as previously addressed in the 2020 IS/MND:

- Aesthetics
- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Energy
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Cultural Resources
- Land Use Planning
- Geology and Soils
- Hazards and Hazardous Materials
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Traffic and Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

The Draft IS/MND Addendum will include the Project Description from the above task, summary of the previous IS/MND results, and explanation for why an Addendum is the appropriate document level of

CEQA review. Technical analysis prepared by LSA will also be summarized into the Draft Addendum document.

Final IS/MND Addendum

After receiving comments on the Draft IS/MND Addendum (one set of non-conflicting consolidated comments from the City), LSA will revise the document and prepare a Final Addendum. Under this task, LSA will also assist the City by preparing a Notice of Determination (NOD) and Notice of Completion (NOC) for filing with the State Clearinghouse. LSA will be responsible for electronic submittal of the NOD, NOC, and IS/MND Addendum to the State Clearinghouse. The City will be responsible for filing the document with the County Clerk-Recorder. It is assumed that the City would provide a check to cover the filing fees.

Mitigation Monitoring and Reporting Program (MMRP)

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

Task 4 Deliverables:

- Updated Project Description
- Draft and Final ISA Report (pdf)
- Draft and Final IS/MND Addendum (electronic .pdf/.doc)
- Cultural Resource Technical Letter Report (electronic .pdf/.doc)
- Notice of Determination (electronic .pdf/.doc)
- Notice of Completion (electronic .pdf/.doc)
- MMRP (electronic .pdf/.doc)

TASK 4. RIGHT OF WAY

Task 4.1. Right of Way Requirements (P&L)

Mark Thomas will perform the work necessary to determine the right of way needs and prepare Legal Descriptions with accompanying Plats for ROW acquisition. Work would include identifying the need for new ROW, permanent easements, and temporary construction easements. This task includes determination of potential utility conflicts and consultation with affected agencies.

Mark Thomas will draft up to forty-eight (48) legal descriptions accompanied by 8.5"x11" plats for proposed right of way and easements. This task includes legal descriptions and plats to support PG&E Rule 20A acquisitions. It is assumed descriptions and plats will undergo two (2) reviews by the City and/or PG&E before being signed by a Mark Thomas licensed land surveyor.



Task 4.2. Utility Coordination Support Services

Mark Thomas will provide utility coordination support services per applicable professional standards and the City standards and all applicable laws and regulations.

Deliverables include, but not necessarily limited to:

- Communicate and coordination with the utility companies
- Maintain Utility Correspondence Diary
- Prepare the A, B, C letters according to CITY procedures
- Coordinate work with utilities and review facility relocation designs provided by the utility companies to ensure they are consistent with the project design and proposed ROW
- Develop Reports of Investigations and Notice to Owner
- Coordinate relocation schedules for timely completion

Mark Thomas will engage a third-party service provider, CivilGrid, to conduct research and gather all available utility records, maps, and documentation from utility owners and agencies. Our team will organize the collected data into a structured matrix for easy reference and analysis. Any relevant findings or research information will be passed on to the client for further review. This level of service relies exclusively on existing records.

Mark Thomas will conduct private utility detection and marking services to provide SUE Quality Level B (QL-B). The surface markings for underground utilities shall be derived from either electromagnetic induction or GPR readings. Findings will be documented in the field using Paint, Flags, and/or whiskers. Line will be marked in Pink, identifying them as survey marking and dotted in USA color code. Depths will be added wherever possible, depending on signal received by the EM locator or GPR. Any issues will be reported to the client and documented in the report. Mark Thomas will also include budget for 10 potholes to supplement the SUE investigation.

Task 4 Deliverables:

- Preliminary Title Reports (up to 48 total)
- 48 Legal Descriptions and 8.5"x11" plats
- Basemap, including Boundary Survey, DTM, planimetric lines and underground utilities.
- 10 pothole reports
- CSV file of control points along with Control Statement
- Utility Conflict Maps
- Claim of Liability Request
- Meeting Agenda and Minutes (max 6 focused meetings)
- Report of Investigation (ROI)
- Notice to Owner (NTO)
- Utility Agreements

TASK 5. BASE MAPS AND PLAN SHEETS

Task 5.1. Mapping and Surveys

Project Control

Mark Thomas will base survey efforts on the California Coordinate System of 1983 (CCS83), Zone 3 in US survey feet. Elevations will be based upon the City of Manteca benchmark system. Additional control will be set along the corridor to complete survey services described in this scope of work. A control statement along with coordinates and elevations used will be provided.

Boundary Survey

Mark Thomas will conduct a boundary survey to retrace the current right of way for Airport Way between Daniels Street and 1700 feet north of West Yosemite Ave. This task includes record research with the City of Manteca and San Joaquin County to obtain recorded survey maps. Mark Thomas will locate monuments of record along with other physical evidence required to complete boundary surveys. Mark Thomas will provide preliminary title reports for up to forty-eight (48) parcels identified for right of way and easement acquisition.

Aerial Mapping & Photogrammetry

Mark Thomas will set up to twelve (12) flight panels to be used by subconsultant Aerotech Mapping to complete aerial mapping and photogrammetry along Airport Way. Mapping will be limited along Airport Way between Daniels Street and 1700 feet north of West Yosemite Ave, and 350 feet east of the centerline of Airport Way and 350 feet west of the centerline of Airport Way. Aerial mapping provided by Aerotech will be at 40 scale mapping with 1 foot contour intervals. Deliverables for this task will include DTM, planimetric line work and ortho imagery.

Task 5.2. Supplemental Topographic Survey

Mark Thomas will conduct topographic surveys to supplement the aerial mapping previously completed per this scope of work. Supplemental topographic survey will include areas of conform at Daniles St., West Yosemite Ave. and 1700 feet northerly of the Airport Way and West Yosemite Ave. intersection (connecting the newly developed subdivision near Hewin Street).

Above ground surface visible utilities and utility markings provided by Mark Thomas Subsurface Utility Engineers (SUE) for the length of the entire corridor (approximately 5,600 LF) will be collected and incorporated into the basemap drawing. Mark Thomas will deliver a comprehensive map with DTM and planimetric line work in Civil3D 2024 (or newer version).

Task 5 Deliverables:

- Basemap, including Boundary Survey, existing survey monuments, DTM, planimetric lines and underground utilities.
- CSV file of control points along with Control Statement

TASK 6. DRAFT PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

The Mark Thomas team will prepare the Plans, Specifications and Estimate (PS&E) plans set for the project following the City of Manteca Standards and supplement with Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. The following tasks outline the required activities needed to complete these submittal packages.

Task 6.1. Photometric Analysis

Fehr & Peers will provide photometric analysis for street lighting for the ultimate 6-lane configuration (~6,250-foot length along Airport Way from Daniels Street to ~300 feet south of Waterfall Way) for future planning. Street lighting analysis includes 2-dimensional photometric analysis while 3-dimensional lighting simulations are excluded. Lighting analysis will include evaluation of either cobra head or decorative fixtures, per the City’s preference.

Task 6.2. 75% Plans

Mark Thomas team will build upon the preliminary design from the original corridor study as well as the new segment north of Yosemite Ave. and prepare draft construction documents using City and Caltrans guidelines. A concept plan will be developed to confirm the project geometry and overall footprint for the use of environmental revalidation. This assumes that there will be one round of City review and comments.

With an updated geometry file, the Mark Thomas team will develop the 75% roadway plans. The plans will include the following sheets:

Description	Scale	Sheet Count
Title Sheet	n/a	1
General Notes	n/a	1
Project Control	n/a	1
Typical Cross Sections	n/a	2
Demo Sheets	1"=20'	8
Plan and Profile Sheets	1"=20'	8
Construction Details	Varies	6
Contour Grading Sheets	1"=20'	8
Conceptual Water Pollution Control Plans	1"=40'	4
Drainage Sheets	1"=20'	8
Drainage Details	Varies	2
Utility Relocation Sheets	1"=20'	8
Construction Area Sign Sheet	1"=80'	2

Description	Scale	Sheet Count
Stage Construction Plans	1"=20'	16
Traffic Handling Plans	1"=40'	4
Signing and Striping	1"=20'	8
Electrical Sheets	1"=20'	3
Total Sheets		90

The electrical design includes three traffic signals (one plan and one schedule for each) and signal interconnect between the three signals at the following locations:

- Airport Way & Daniels Street
- Airport Way & Wawona Street
- Airport Way & Yosemite Avenue
- Interconnect from Airport Way & Daniels Street to Airport Way & Yosemite Avenue

A site visit of the project will be conducted noting field conditions that specifically pertain to our scope of design services such as existing signal equipment, luminaires, roadway signs, and pedestrian/bicycle facilities.

Fehr & Peers will prepare electrical load calculations and submit them with applications to PG&E to verify the service point locations and capabilities. Any connection or application fees for electrical service shall be paid for by the client. These fees are not included in this scope and fee.

Fehr & Peers will develop a 20-scale plan for each traffic signal and approximately 50-scale plan for the interconnect. The traffic signal plans will depict the following conditions:

- Location and type of proposed traffic signal poles, signal heads, detectors, pull boxes, conduits, conductors, and traffic signal cabinet
- Proposed signal phasing diagram
- Proposed pedestrian traffic signal equipment
- Locations of existing and proposed intersection safety lighting (connected to the traffic signal system)

Both conduit and conductor and pole schedules will be completed at the 75% level.

A lump sum estimate of construction cost (pdf) and specifications (word) for electrical work associated with the traffic signals, intersection safety lighting and interconnect to be included with cost estimates and specifications prepared by Mark Thomas at the 75% level.

Task 6.3. 75% and Final Roadway Cross Sections

Mark Thomas will develop roadway cross sections to accompany the PS&E submittals. These cross sections will be generated in Civil 3D and provide cross sectional information such as profile grades, edge of pavement grades, flowline grades, back of walk grades, and conform grades in order to accurately review the plans and the corridor grading.



Task 6.4. 75% Estimates

Mark Thomas will develop quantities and prepare construction cost estimates using the project geometrics and surfaces developed from survey information. Cost estimates will be calculated at the 75% and Final submittals. Construction costs will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

Task 6.5. Contract Specifications

Mark Thomas will develop the project technical special provisions using City of Manteca Standard Specifications. The special provisions will be prepared using Microsoft Word. Special provisions will be submitted at the 75% and Final submittals. The City's Front End standard contract language (boilerplate) is assumed to be completed and provided by City of Manteca and will be incorporated into the specifications at the 75% submittal.

Task 6 Deliverables:

- Photometric analysis with plan view of the street lighting photometrics (6 sheets)
- Concept Plan for environmental review
- 75% Plans, Specs, and Estimate (pdf)

TASK 7. FINAL PS&E PACKAGE

Task 7.1. Final PS&E Package

Mark Thomas will address comments received and incorporate changes as appropriate in the final combined PS&E package. Mark Thomas will perform an internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the Mark Thomas. The independent reviewer will be a registered Professional Engineer in the State of California and shall review the quality of the package and identify any potential constructability issues.

Task 7.2. Constructability Review

Mark Thomas will utilize our inhouse Construction Management Division and have a Resident Engineer provide constructability QAQC of the project. They will review the project for any constructability issues and provide comments to ensure the project design team has proposed feasible solutions for the project.

Task 7.3. Resident Engineer File and Supplemental Materials

Mark Thomas will be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include Geotechnical Reports, Materials Reports, and other supporting materials needed to help the RE for the project.

Task 8 Deliverables:

- Final Combined PS&E Package (pdf)
- RE Pending File and Supplemental Materials

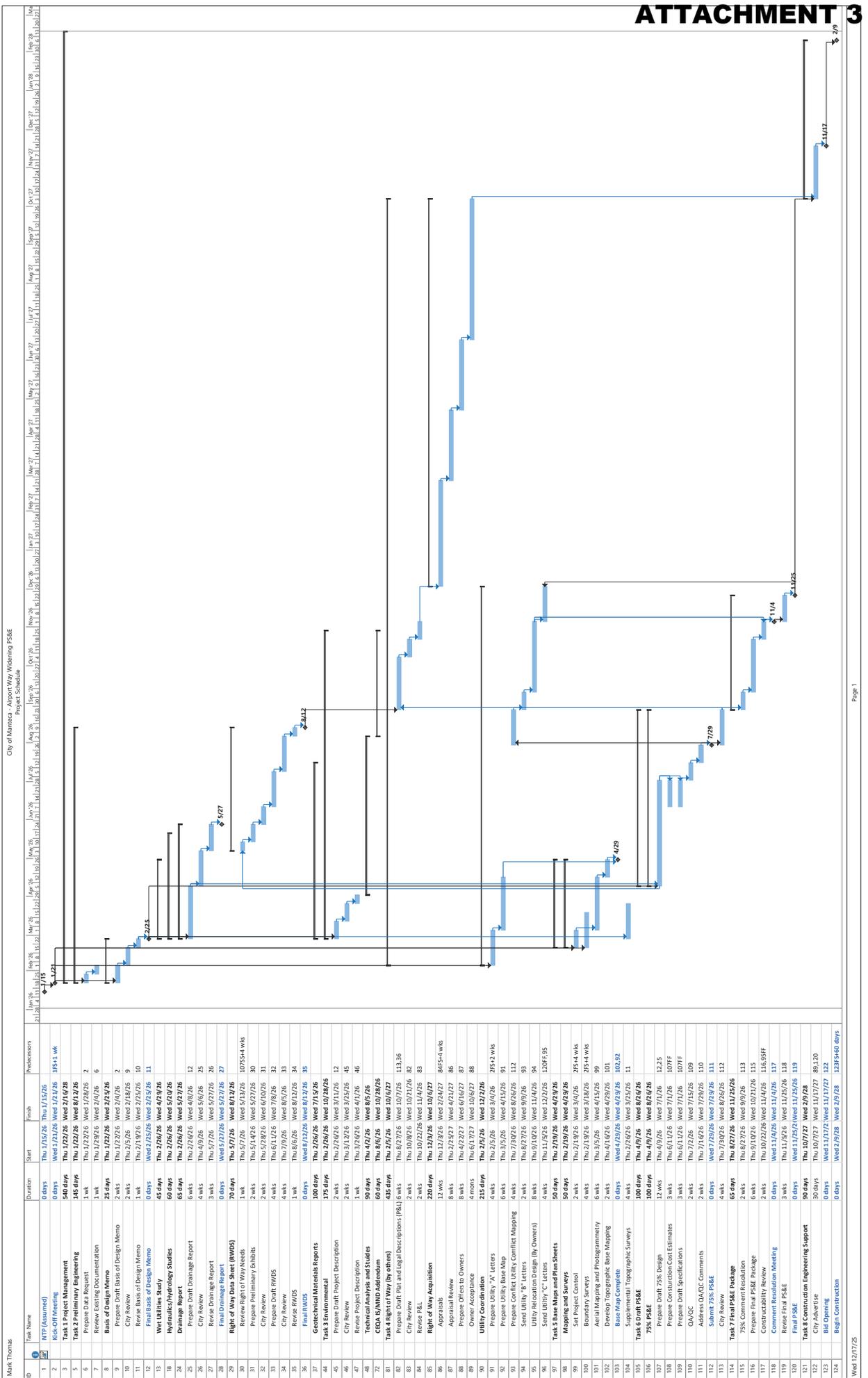
TASK 8. CONSTRUCTION ENGINEERING SUPPORT

Task 8.1. Work Plan for Additional Support Services

After completion of ROW acquisition and approval of the 95% PS&E, Mark Thomas will submit a Work Plan, Scope of Services and Cost Proposal for a Construction Support Services PSA amendment. The intent is to allow Mark Thomas to provide a scope of services based of the 95% PS&E, Environmental Document, and acquired ROW.

ASSUMPTIONS

- City will waive encroachment permit fees
- No contaminated soil or groundwater issues are present that would require containment
- Pavement cores will be backfilled with dyed black concrete
- Mix design lab testing to develop full depth reclamation recommendations are not required for the project
- No borings are assumed to be needed for culvert extension
- City to provide all as-built information within project limits
- Staging and Traffic Handling Plans are not included with this base scope. Mark Thomas will work with City to include language in specifications for Contractor to provide.
- All access will be provided within City and county right of way
- It is assumed temporary lane closures may be needed to complete field surveys and utility marking. Cost for Traffic Control is included in ODC's
- This scope of work does not include monument preservation or a record of survey
- This scope of work assumes that a concept plan will be developed for the purpose of environmental revalidation. This includes one round of City review and comment.



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MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2026

Engineering

Intern	\$60 - \$105
Technician	\$95 - \$135
Design Engineer I	\$120 - \$175
Design Engineer II	\$135 - \$210
Sr. Technician	\$155 - \$210
Civil Engineering Designer	\$155 - \$245
Project Engineer	\$155 - \$225
Sr. Project Engineer	\$195 - \$280
Sr. Technical Engineer	\$200 - \$230
Technical Lead	\$230 - \$280
Sr. Technical Lead	\$265 - \$335
CADD Manager	\$220 - \$260
Design Manager	\$350 - \$390
Engineering Manager	\$350 - \$390
Sr. Engineering Manager	\$365 - \$495

Construction Management

Office Engineer	\$165 - \$265
* Asst. Resident Engineer	\$170 - \$250
* Sr. Inspector - CM	\$185 - \$260
* Inspector - CM	\$150 - \$275
Resident Engineer	\$255 - \$335
Sr. Resident Engineer	\$300 - \$370
Construction Manager	\$255 - \$295
Area Manager - CM	\$280 - \$325

Planning

Planner I	\$105 - \$140
Economist	\$135 - \$160
Planner II	\$140 - \$170
Sr. Planner	\$165 - \$230

Landscape Architecture/Urban Design

Landscape Intern	\$80 - \$95
Landscape Designer I	\$100 - \$125
Landscape Designer II	\$120 - \$160
Landscape Architect	\$155 - \$180
Sr. Landscape Architect	\$175 - \$200

Grant Writing

Funding Specialist	\$135 - \$230
Sr. Funding Specialist	\$225 - \$260
Funding Manager	\$325 - \$380

Surveying

Survey Technician I-III	\$65 - \$185
Lead Survey Technician	\$145 - \$165
Survey Specialist I-III	\$130 - \$280
Asst Surveyor I-III	\$130 - \$195
Project Surveyor I-III	\$190 - \$295
* Chief of Party	\$210 - \$270
* Instrumentperson	\$205 - \$245
* Chainperson	\$195 - \$230
* Apprentice	\$125 - \$195
* 2-Person Crew	\$395 - \$480
* 3-Person Crew	\$560 - \$710
* Utility Locator	\$195 - \$265

Project Management & Oversight

Project Manager	\$175 - \$310
Sr. Project Manager	\$240 - \$365
Survey Manager I-II	\$230 - \$300
SUE Program Manager	\$280 - \$315
Division Manager	\$270 - \$445
Principal	\$480 - \$525

Project Support

Technical/Sr. Technical Writer	\$115 - \$160
Project/Sr. Project Assistant	\$85 - \$185
Survey Coordinator	\$115 - \$120
Project/Sr. Project Coordinator	\$125 - \$205
Graphic/Sr. Graphic Designer	\$125 - \$220
Project/Sr. Project Accountant	\$120 - \$185
Sr. Graphic Manager	\$195 - \$260
Project Delivery Manager	\$210 - \$235
Project Accountant Manager	\$230 - \$260
Safety Manager	\$245 - \$250

District Management

* Inspector - Apprentice	\$95 - \$100
* Inspector/Sr. Inspector	\$95 - \$175
* Lead Inspector	\$135 - \$155
Assistant/Associate Sanitary Engineer	\$150 - \$210
Sanitary/Sr. Sanitary Project Engineer	\$190 - \$270
Operations/Deputy District Manager	\$240 - \$345
District Manager-Engineer	\$350 - \$390

Special Services

Expert Witness	\$550
Strategic Consulting	\$550

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

Additional promotional steps exist within various rate categories.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (IOA Insurance Services) and CONTACT NAME (Jessica McDonald). Includes details for insured Mark Thomas & Company, Inc. and a list of insurers: Continental Casualty Company, The Continental Insurance Company, and Valley Forge Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Contains rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Manteca 25-B1032 Airport Way Widening Project
City of Manteca, its officers, officials, employees, authorized agents, and authorized volunteers are included as Additional Insured on a Primary & Non-Contributory basis with Waiver of Subrogation with respects to the General & Auto Liability policies, as required by written contract.

Table with 2 columns: CERTIFICATE HOLDER (City of Manteca) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of Reno Caldwell).



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- I. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059
 Endorsement No: 15
 Effective Date: 09/15/2024

30020008560789513854900





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 15

Effective Date: 09/15/2024



**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

3002008560789513854995





ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606



ATTACHMENT 3
Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

CA Policy # 7 40274825
All Other States Policy # 7040185157

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606



CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT 3

DATE (MM/DD/YYYY)

7/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 MARKTHO-03	CONTACT NAME: Mandy Guo PHONE (A/C, No. Ext): 510-272-1402 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Suite 110 San Jose CA 95134	INSURER A: XL Specialty Insurance Co. NAIC # 37885	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 997967467** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability & Contr. Pollution Liab Included			DPR5044784	7/1/2025	7/1/2026	Per Claim Aggregate Limit \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project #25-B1032, Airport Way Widening Project
 Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER City of Manteca 1001 W. Center St. Manteca CA 95337	CANCELLATION 30 Day Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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