Attachment A

Agreement for Professional Services For the North-South Connector Study, Project Initiation Document

This Agreement ("Agreement") is made and entered into this 13th day of February, 2025 by and between the Tuolumne County Transportation Council ("TCTC"), a California joint powers authority and Mark Thomas, a California Corporation licensed to do business in the State of California ("Consultant").

1. Agreement Documents

- 1.01 The total agreement between the parties consists of this Agreement and the following additional documents, copies of which are attached hereto and incorporated herein by this reference:
 - A. Request for Qualifications issued January 15, 2024, including Exhibits and Addenda, if any.
 - B. Consultant's Proposal inclusive of Cost, as accepted by the TCTC, attached hereto as Exhibit B-1 and Exhibit B-2.

In the event of a conflict or ambiguity arising between such documents or any term therein, the document issued or executed later in time shall prevail over the document issued or executed earlier in time. Notwithstanding the above, in the event of a conflict or ambiguity between the Consultant Proposal and any other Agreement Document, the other Agreement Document will control.

2. Recitals

- 2.01 The TCTC desires professional transportation planning and engineering consulting services to create a North-South Connector Study, Project Initiation Document for Tuolumne County, managed by the TCTC (such services are hereinafter referred to as the "Project") and,
- 2.02 The TCTC has determined the Project involves the performance of specialized professional and technical services; and,
- 2.03 Consultant has responded to the TCTC's Request for Qualifications (RFQ) soliciting professional engineering and transportation planning consulting services; and,
- 2.04 Consultant hereby represents that it is in the business of, and fully qualified in the field of professional transportation planning, engineering, and is fully willing and able to perform the work orders described in the RFQ, of the Agreement, and with the level of service and operating quality specified herein. TCTC awarded this Agreement in reliance on such representations, and on Consultant's particular skills, experience and abilities as represented by Consultant in their Statement of Qualifications; and,

2.05 TCTC and Consultant intend to enter into an agreement for the furnishing of certain articles and services for the consideration hereinafter set forth.

The TCTC and Consultant, for the consideration hereinafter described, mutually agree as follows:

- **3. Project Description:** This is a non-exclusive Master Agreement setting forth the terms under which Consultant will provide transportation planning and engineering consulting services to create a North-South Connector Study, Project Initiation Document for Tuolumne County, managed by TCTC.
- **4. Effective Date/Term:** This Agreement shall be effective from the date of execution and shall expire three (3) years after the date of execution or the completion of the scope of work issued pursuant to Section 3.01 of this Agreement, whichever is later, unless this Agreement is extended by a written amendment pursuant to Section 4.01.
 - 4.01 TCTC or the Consultant, at any time during the third year of this Agreement, may request in writing an extension of the Agreement term for additional periods of up to two years.

 Upon receiving such a request, and provided the Consultant is not in default, the TCTC will consider extending the Agreement term for the additional years.
- **5.** Commencement/Completion of Work: The Consultant shall commence work upon written notice to proceed from the TCTC Executive Director.
- **6. Suspension, Delay or Interruption of Work:** The TCTC may suspend, delay, or interrupt the services of the Consultant for the convenience of the TCTC. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the Project's schedule, commitment and cost of Consultant's personnel and subcontractor, and Consultant's compensation will be made.
- 7. Additional Services: For additional services not outlined in Section 3 above, a separate scope of work describing the scope, schedule, fee and work products will be negotiated by the TCTC and the Consultant and approved as written work orders under this Agreement prior to any additional work effort being commenced upon.
- **8. Professional Standards:** Consultant warrants and guarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractor are engaged, practicing in the same or similar locality and under similar circumstances.
- 9. **Performance:** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Consultant's obligations under this Agreement. Performance of services shall comply with the schedule set forth. A time extension may be granted in the event that acts or omissions by the TCTC cause delay. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

- 10. Work Standard: The TCTC has relied upon the professional training and ability of the Consultant to perform the services hereunder as a material inducement to enter into this Agreement. The Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by the Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in the Consultant's field of expertise. The Consultant shall be responsible for ensuring any approved subcontractor adheres to this same work standard.
- 11. Personnel: Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall provide all staff necessary to completion of services under this Agreement. The Consultant's Project Team identified in their Statement of Qualifications shall be the Project Team for the duration of the Agreement unless TCTC agrees to accept replacement personnel. In the event that the TCTC, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement because of their incompetence, Consultant shall remove any such person(s) immediately upon receiving notice from the TCTC of the desire of the TCTC for the removal of such person(s).
- **12. Independent Contractor:** In providing the services as set forth in the Agreement Documents, Consultant shall act as an independent contractor and not as an employee of the TCTC. In accordance with that relationship, Consultant shall assume all responsibility for its employees for Federal and State income tax withholding, FICA, SDI and any other deductions from income that Consultant is properly required to make as an independent contractor.
- **13. Administration of Agreement:** Consultant's compliance with this Agreement shall be supervised and administered by the TCTC through the office of the Executive Director. This paragraph shall not relieve Consultant of any obligation or liability undertaken by virtue of this Agreement.
- 14. Written Notification: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class United States mail. Any such notice, demand, request, consent, approval, or communication shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of depositing in the United States mailbox if mailed as provided in this section.

If to TCTC:

Tuolumne County Transportation Council Tamera Blankenship, Executive Director 975 Morning Star Drive, Ste A Sonora, CA 95370 tblankenship@co.tuolumne.ca.us

If to Consultant:

Mark Thomas
Amber Collins
701 University Avenue, Suite 200
Sacramento, CA 95825
acollins@markthomas.com

15. Consents and Agreements: Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with the books of this Agreement.

16. Signature Authority

- **16.01** The Executive Director or his designee shall have authority on behalf of the TCTC to sign Agreement amendments and other documents related to this Agreement.
- 16.02 Consultant certifies that the following person(s) have authority to sign Agreement amendments and other documents related to this Agreement on behalf of Consultant. Written certification of the signatory authority of the following persons shall be provided by the Consultant to the TCTC prior to execution of this Agreement.

Title

17. Insurance Requirements: Consultant and/or any subcontractor shall provide a Certificate of Insurance as proof of a policy of insurance satisfactory to the TCTC evidencing that Consultant and/or subcontractor maintains insurance that meets the requirements included in Exhibit A,

18. Workers Compensation

"Standard Insurance Requirements," of this Agreement.

Name

- **18.01** Consultant shall comply with the provisions of the Worker's Compensation and Insurance Law of the State of California.
- **18.02** The TCTC shall not be responsible for providing Workers' Compensation insurance or any other protective insurance coverage for the Consultant that is based upon the relationship of employer and employee.
- 19. Method of Payment: The TCTC will pay the consultant (s) on a percent of task complete basis at the rates set forth in the agreement(s), subject to any limitations set forth in a specific Work Order. Progress payments will be made no more frequently than at monthly intervals. Payment will be made only on submitted claims describing work completed prior to the close of the billing period and approved by the Executive Director. Progress payments will be limited to the budget for the task completed. Payment for work completed can be expected within 30 days of invoice receipt and verification of work performed. A ten percent retention on task payment will be withheld until project completion.
- **20. Reporting Requirements:** The Consultant will provide to the TCTC a monthly written progress report detailing status of the work schedule and outputs, the percentage of work completed by task and any other relevant factors to completion of all work in a timely manner. The Consultant will notify the TCTC of any potential or existing problem areas as soon as possible.
- 21. Maintenance of Records/Audit Rights: Consultant shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. Consultant shall also maintain for a period of at least three (3) years from the expiration date of this Agreement the financial information and data used by Consultant to determine charges and costs related to work performed under this Agreement. The TCTC, and any Federal or State authorized representatives, shall have the right to inspect and audit Consultant's accounting books, records and documents during normal business hours. Such records shall be turned over to the TCTC upon request.

- **22.** Work Product Property of the TCTC: All plans, specifications, reports, computer files, and other work products prepared by Consultant pursuant to this Agreement shall become the property of the TCTC. The TCTC's use of documents produced under this Agreement and/or supporting information or calculations other than as intended hereunder shall be at the TCTC's sole risk.
- **23. Release of Documents and Information:** Services provided within the scope of this Agreement are for the exclusive use of the TCTC. The TCTC and Consultant agree that all data, plans, specifications, reports, computer files, and other work products will not be released to third parties by Consultant without the prior written consent of the TCTC.
- **24. Covenant Against Contingent Fees:** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee or subcontractor working for the Consultant, as provided for in the Consultant's Proposal (as accepted by TCTC), to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, a fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon, resulting from the award or making this Agreement. For breach or violation of this warranty, the TCTC shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- **25.** Covenant Against Gratuities: Consultant covenants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any member, officer or employee of the TCTC with a view toward securing favorable treatment in the award, modification or performance evaluation of this Agreement. For breach or violation of this covenant the TCTC shall have the right to cancel this Agreement without any liability to Consultant.
- **26. Restrictions on Lobbying:** Consultant shall not pay any person or organization to influence or attempt to influence an officer or employee of any federal, state or county agency in connection with awarding this Agreement or any other Federal award from which funding for this Project is originally derived, consistent with 31 U.S.C. section 1352.
- **27. Transfer of Agreement:** This Agreement is made in reliance by TCTC upon the qualifications and responsibility of Consultant. The performance by Consultant of this Agreement may not be assigned, sublet, transferred or in any way subcontracted, except upon the prior written approval of the TCTC.
- 28. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under subcontract, including procurement of material or leases of equipment, each potential sub-Consultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement relative to civil rights requirements. Consultant shall provide the TCTC documentation of such notifications. Consultant agrees to refrain from awarding any third party subcontract without prior written approval by TCTC. Payment for such services shall be the responsibility of the Consultant.
- **29. Third Party Obligations:** Consultant shall be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement. Consultant shall pay directly such parties for all amounts due under said arrangement. Consultant shall indemnify, defend and hold the TCTC harmless from any and all claims and liabilities arising from any third party contracts. Consultant shall exert its best efforts to prevent any loss to the TCTC from the failure of proper

performance of any third party.

- **30.** Conflicts of Interest: Consultant shall not enter into any agreement, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer or employee of Consultant or the TCTC, during the Project term and for one year thereafter, has any direct or indirect interest. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of the Project term any such interest, and if such interest is immediately disclosed to Consultant and such disclosure is entered upon the minutes of Consultant's written report to the TCTC of such interest, Consultant, with the prior written approval of the TCTC, may waive the prohibition contained in this subsection; provided that any such present member, officer or employee shall not participate in any action by Consultant or the TCTC relating to such agreement, subcontract or arrangement.
- 31. Duties and Services: Consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request from proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of his project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
- 32. Debarment and Suspension Certification: Consultant agrees to refrain from entering into any subagreement to this Agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal Procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The List also includes the names of parties debarred, suspended or otherwise excluded by agencies, and Consultants declared ineligible for Agreement award under statutory or regulatory authority other than Executive Order Nos. 12549 and 1268. Consultant shall provide the TCTC debarment and suspension certification containing information about the debarment and suspension status and other specific information of Consultant and its "principals", as defined in 49 CFR 29, prior to entering into any sub-agreement to this Agreement. Consultant agrees to refrain from awarding any third party sub-contract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain similar certification from any third party subcontractor (at any tier) seeking a contract exceeding \$100,000.
- **33.** Civil Rights Requirements: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (collectively, "Consultant") agree as follows:
 - a. Compliance with Regulations: The Consultant shall comply with regulations relative to Title VI (nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49 Code of Federal Regulations Part 21 Effectuation of Title VI of the 1964 Civil Rights Act) ("Title VI" or "Regulations"). Title VI provides that the recipients of Federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or subjected

to discrimination under any program or activity by the recipients of Federal assistance or their assignees and successors in interest.

- **b. Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement term shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's regulations, including employment practices when the Agreement covers a program whose goal is employment.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin. Consultant shall provide the TCTC documentation of such notifications.
- **d. Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined the TCTC, State or Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the TCTC, State or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- **e. Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the TCTC and/or State shall impose such Agreement sanctions as they or the FTA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments due to the Consultant under this Agreement until the Consultant complies, and/or
 - ii. Cancellation, termination or suspension of this Agreement, in whole or in part.
- f. Incorporation of Provisions: The Consultant shall include the provisions of these paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontractor or procurement as the TCTC, State or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the TCTC and/or State to enter into such litigation to protect the interest of the TCTC and/or State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- **34. Health, Safety, Fire and Environmental Protection:** The Consultant and any subcontractor or agent shall comply with Federal, State, and local requirements pertaining to safety, health, fire, and environmental protection. The Consultant shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders, and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. Consultant shall further comply with all other applicable safety laws, ordinances, and regulations. In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.
- **35. Federal, State and Local Laws:** Consultant warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Agreement.
- **36. Governing Law:** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
- 37. Indemnification: Pursuant to the full language of California Civil Code §2782, Contractor agrees to indemnify, including the cost to defend, the Tuolumne County Transportation Council (TCTC) and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the TCTC; and does not apply to any passive negligence of the TCTC unless caused at least in part by the Contractor. The TCTC agrees that in no event shall the cost to defend charged to the Contractor exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

If such indemnification becomes necessary, the Counsel for the TCTC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTC. This indemnification clause shall survive the termination or expiration of this Agreement.

38. Termination of Agreement

- **38.01** Acts Constituting Termination: This Agreement shall commence on the date of its execution and shall continue until:
 - **a.** Voluntary or involuntary transfer or assignment by either party hereto without the prior written consent of the other party of any of the rights, titles or obligations set forth in this Agreement;
 - **b.** Mutual agreement of the parties hereto to terminate this Agreement;
 - c. Any default or breach of this Agreement by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary if the default cannot be reasonably cured within such thirty (30) day period;

- **d.** Written notice is delivered by either party to the other party ninety (90) days prior to the effective date of termination;
- e. The TCTC may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to Consultant.
- 38.02 Consultant shall be paid for all work performed through the date of termination at the rates set forth in the Rate Schedule in Exhibit B, and subject to the proportion of work completed and approved by the Executive Director. Upon termination of this Agreement, all affairs undertaken or conducted pursuant to this Agreement shall be wound up and debts paid.
- **39. Breach:** If Consultant materially breaches the terms of this Agreement, the TCTC shall have the following remedies:
 - a. Immediately terminate the Agreement with Consultant;
 - **b.** Complete the unfinished work under any Work Orders with a different consultant;
 - c. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to any Work Orders and the amount that would otherwise be due Consultant, had Consultant completed the work; and/or
 - **d.** Allow the Consultant five (5) business days to diligently complete the correction.
- **40. Waiver:** A waiver by the TCTC of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of the TCTC to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- **41. Disputes:** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. In the event of any dispute between the parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith towards a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. The prevailing party shall be entitled to its reasonable attorneys' fees in any legal action to enforce the terms of this Agreement.
- **42. Amendments:** This Agreement may be amended or modified in any way by an instrument in writing, stating the amendment or modifications, signed by the parties hereto.
- **43. Survivorship:** Any responsibility of Consultant for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.
- **44. Severability:** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- **45. Successors and Assigns:** This Agreement is binding upon the TCTC and the Consultant and their successors. Except as otherwise provided herein, neither the TCTC nor the Consultant shall assign, sublet or transfer its respective interest in this Agreement or any part thereof without the prior written consent of the other.

- **46. Succession:** This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.
- **47. Third Party Beneficiary:** Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.
- **48. Ambiguities:** The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have had the opportunity to engage counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.
- **49. Integration:** The Agreement Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.
- **50. Relationship Between the Parties:** Nothing in these Agreement Documents is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture or agency relationship between the TCTC and Consultant.
- **51. Modification:** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.
- **52. Headings and Subtitles:** Headings and subtitles to the Sections of this Agreement have been used for convenience only and do not constitute matter to be considered as interpreting this Agreement.
- **53. Sole and Only Agreement**: This instrument contains the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each party to the other as of this date. Any prior agreements, policies, negotiations and/or representations are expressly set forth in this Agreement.

Acceptance of Agreement: The undersigned, having read the foregoing, accept and agree to the terms set forth therein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the administrators for the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto.

Exhibit A | Standard Insurance Requirements

The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance, at least as broad as the coverage described below, to TCTC as may be required by the Risk Manager of TCTC. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of TCTC by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- A Workers' Compensation Coverage Worker's Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease (including requiring any authorized subcontractor to obtain such insurance for its employees).
- Commercial General Liability (GCL) Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- C Automobile Liability Coverage ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- D Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, TCTC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to TCTC.

- E Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
 - 1) The TCTC, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("TCTC additional insureds").
 - This policy shall be considered, and include a provision it is, primary as respects the TCTC additional insureds, and shall not include any special limitations to coverage provided to the TCTC additional insureds. Any insurance maintained by the TCTC, including any self-insured retention the TCTC may have; shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) The insurer waives all rights of subrogation against the TCTCadditional insureds.
 - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTC additional insureds.
 - The insurance policy and endorsements shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' written notice has been given to the Executive Director by registered mail, return receipt requested, at 2 South Green Street, Sonora, CA, 95370.
- Peductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the TCTC's option, Consultant shall demonstrate financial capability for payment of such self-insured retentions.
- G Evidence of Insurance: Consultant shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Risk Manager. Required evidence of insurance shall be filed with the Risk Manager on or before commencement of performance of this Agreement. Current evidence of insurance shall be kept on file with the Executive Director at all times during the term of this Agreement.
- Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, of if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.

Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

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REQUEST FOR QUALIFICATIONS:

North-South Connector Study/Greenley Road Extension Project Initiation Document

DATE OF ISSUE: Thursday, June 27, 2024

DEADLINE FOR RESPONSES: Wednesday, August 28, 2024

Tuolumne County Transportation Council

2 South Green Street Sonora, CA 95370 www.tuolumnecountytransportationcouncil.org

TABLE OF CONTENTS

Notice	3
I. Introduction	4
II. Scope of Work	6
III. Proposal Submittal Process	10
IV. Contents of Qualifications	11
Addenda Acknowledgement Form (required with submittals)	16
Attachment A: Draft Agreement Attachment B: Project Challenges and Changes Graphic Attachment C: Alternative Alignments Graphic	

NOTICE

The Tuolumne County Transportation Council (TCTC) is soliciting statements of qualifications to retain a consultant to complete the North-South Connector Study. The goal of this project is to provide an alternative route through Downtown for fire evacuations, reduce overall traffic congestion in Downtown Sonora, and improve access to critical infrastructure through the completion and/or improvement of a road that will be used to bypass Downtown Sonora. The project will both be consistent with all necessary local documents as well as comply with all appropriate federal and state requirements.

Request for Qualifications

Date of Issue: Thursday, June 27, 2024

Deadline for Responses: Wednesday, August 28, 2024, by 3:00 PM

10 copies of the completed response package (see requirements in document below), including all supplementary materials, may be hand-delivered by the deadline or received by TCTC by mail by the deadline at the following address:

Tuolumne County Transportation Council / Transit
Agency
975 Morning Star drive, Suite A
Sonora, CA 95370

Attention: Darin Grossi, Executive Director

I. Introduction

Tuolumne County is located in the center of the historic California Mother Lode area along the western slope of the Sierra Nevada mountain range. The area has dispersed residential and commercial developments located on frequently challenging, mountainous terrain. The County is bordered on the north by Calaveras County, on the South by Mariposa County, on the west by Stanislaus County and on the east by Alpine and Mono Counties. The City of Sonora is the only incorporated city in Tuolumne County and is also the County Seat.

The county's unique location means there are numerous historic locations sprinkled throughout the county. Being situated along the western slope of the Sierra Nevada mountain range means the county is surrounded by a wealth of natural resources. There are State and National parks, as well as recreation centers such as ski resorts, throughout and all around the County. These things combined means the county relies heavily upon tourism for economic health though it also sees employment in a number of other areas such as retail, lumber, government, healthcare, construction, and manufacturing.

Background

The Tuolumne County Transportation Council/ Transit Agency (TCTC/TCTA) was originally formed in 1972 with the establishment of the Tuolumne County & Cities Area Planning Council (TCCAPC). This body served as the Regional Transportation Planning Agency (RTPA) until 2003 when the Joint Powers Agreement was amended leading to the formation of the TCTC. The Transit Agency was formed on August 24th, 2011. Board membership is comprised of two (2) members from and appointed by, the Tuolumne County Board of Supervisors and two (2) member from and appointed by the Sonora City Council. One (1) citizen at large are voted in by a majority of the TCTC.

The North-South Connector Project, or the Greenley Road Extension Project, in one form or another, has been included in every Tuolumne County Regional Transportation Plan (RTP) since the first RTP in 1975.

In the early 1980's, the Greenley Road Extension became part of the Federal Aid Secondary Program. With both Federal and State funding the project proceeded through preliminary design, State and Federal assessment, alternate route studies, and then, in 1987, a Finding of No Significant Impact was adopted by the Federal Highway Administration (FHA)(February 1987). Following numerous hearings and protests from property owners, a route was adopted in September of 1987 and the project proceeded to final design.

In the years following 1987 the project has seen a number of challenges and changes (Attachment B). In 1989, the project was ready for property acquisition but became stalled. In 1990, the Federal Aid Secondary Program ended and funding was lost. In 1991, the Greenley Road Extension Project became the "North-South Connector Project", without a

specific route, as part of the Countywide Road Program and Traffic Mitigation Feed Program adopted by both Tuolumne County and the City of Sonora. It has remained on the list of regional improvements ever since as numerous studies have supported the project's validity over the years.

In 2006, the Tuolumne County Public Works Department completed an alignment study of the North-South Corridor. The study looked at more than 100 alternative alignments over a large geographic area (Attachment C). Upon conclusion of the study, staff recommended that the Stage I Greenley Road Extension alignments be further considered inclusive of more public outreach and direct consultation with property owners along the route and completion of a Preliminary Environmental Document. In 2020-2021, Caltrans conducted a Congested Corridor Plan for SR49. This comprehensive study included all modes of transportation for the purpose of reducing traffic congestion on SR49 in Jamestown and Sonora. The study also considered a western alignment of SR 49 and the Greenley Road Extension. The Caltrans study determined that the long-awaited Greenley Road Extension remains the most effective way to reduce traffic congestion in downtown Sonora.

The recent Tuolumne County Evacuation Needs Assessment and Communication Strategies Project identified SR 49 through downtown Sonora as becoming gridlocked during several fire scenarios. This deficiency was illustrated in real life with the Washington Fire. While strategies to improve flow on Washington Street Traffic will have a positive impact, the area will likely need an alternative such as the Greenley Road Extension to benefit evacuations. Additionally, a forty-foot-wide roadway with vegetation control within the right-of-way would provide a beneficial fire break to residents along Browns Flat in the County and Meyer Hills area of Sonora.

At a joint meeting of the Tuolumne County Board of Supervisors and Sonora City Council on December 17, 2021, the Greenley Road Extension Project was discussed as a project of mutual interest. Resolution 127-21 was passed resolving to maintain open communication on issues affecting citizens with a collective mission of creating safe and healthy communities that promote economic prosperity and enhance quality of life for both citizens and visitors. On August 16, 2022 the Tuolumne County Board of Supervisors approved the Public Works Department to collaborate with the Tuolumne County Transportation Council and City of Sonora on the development of a Project Initiation Document for Phase I of the North-South Connector (Greenley Road Extension) Project.

Documentation of the Greenly Road Extension Project history is attached.

Project Goals:

- As a climate adaptation project.
- The provision of an alternate evacuation route, as well as a firebreak, for the Downtown Sonora area.
- Reduced traffic congestion in the downtown area with reduced traffic on SR 49, Washington Street, Elkin Street, Stewart Street, Lyons Street, and Mono Way (Restano Way to Greenley Road).
- Improved access to critical infrastructure such as Sonora hospital, Social Services, schools, and the Law & Justice center.
- Improved multimodal connectivity, safety, and reduced vehicle conflicts with pedestrians in downtown Sonora. The project should eventually link up with the Gold Rush Shared Use Path to maximize pedestrian and cyclist safety.
- Reduced concentrated emissions from vehicle traffic to disadvantaged communities in Sonora.
- Reduced freight traffic in downtown is a priority.
- Supporting downtown City of Sonora economic vitality.

At a minimum, the project should meet the most recent Caltrans Project Initiation Document guidelines as well as demonstrate how the project is consistent with the California Action Plan for Transportation Infrastructure, Regional Transportation Plan. The final project will also provide documentation allowing the project to compete within the Caltrans System Investment Strategy process. Ultimately, a document that thoroughly and reasonably addresses community concerns, combined with professional engineering is desired, such that elected officials have adequate information to determine whether or not the project should proceed into the Project Approval and Environmental Document Phase.

Project Budget

The maximum project budget for consulting services for the Project Initiation Document for the North-South Connector Study/Greenley Road Extension is \$375,000.

II. Scope of Work

Task 1: Project Kick-Off, Steering Committee, And Coordination

Establishing efficient communication and a clear direction is critical to the completion of the North-South Connector/Greenley Road Extension Project. The consultant team will facilitate a kick-off meeting with TCTC and the Steering Committee. Members of the committee should include, but are not limited to, the Mayor of the City of Sonora, City Manager, City Community Development Director, BOS District 1 Representative, County Public Works Director, County Community Development Director, and other County Administrative staff or Caltrans staff as needed. The purpose of the meeting will be to discuss project expectations, project activities, schedule, and solidify roles and responsibilities. The consultant will also provide the TCTC with monthly reports and coordinate bi-monthly Steering Committee

meetings. Data collection will be completed in coordination with staff and the Steering Committee to ensure relevant material is obtained.

Task 2: Engineering Analysis of Alternative Alignments

There should be a summary reviewing past efforts and future planned efforts, inclusive of the county's 2006 study and alignments considered in the 1980s. Alignments identified in the past should be reviewed for system connectivity, consistency with project goals and cost benefit. The impact to Vehicle Miles Traveled (VMT), emergency evacuations, and emissions of alignments in the 2017 Regional Transportation Plan should be discussed to inform the progression of the North-South Connector – Phase I Project (Greenley Road Extension Project).

In addition to the Greenley Road 1987 alignment, additional alignments addressing input from the public and project management team should be considered in the P.I.D if appropriate. The potential need for tunnels and bridges should be studied for constructability, cost, and environmental impact assessment. Finally, the proposed route(s) should consider viable alternative intersection locations along SR 49. Three to five alignments should be analyzed for cost, traffic impacts, environmental assessment, and ROW needs. Alternatives should also be evaluated for consistency with the Climate Action Plan for Transportation Infrastructure (CAPTI), Congested Corridor Program, and other applicable State guidance. Project design should look to provide additional connectivity to adjacent roads, even if that connectivity is just for evacuation purposes. The Fire Safe Council should be included in the consideration of alignments and design to incorporate measures in the Right of Way and adjacent land will enhance the road's effectiveness as a firebreak. In a confidential document, the impact to mining claims in the area shall be studied.

Task 3: Right of Way Needs

Three to five alternative alignments should be studied for right of way needs, potential impacts to property owners, and costs. Right of Way costs must consider mining claims along the corridor. A list of potentially impacted property owners shall be created, along with maps of potential cuts and fill.

Task 4: Traffic Study

Initial public outreach saw concern in this area relating to safety, congestion levels, and travel time. This indicated special focus needed for the traffic study task. First, the traffic study should look at a number of relevant intersections with focus given to the possible locations of the terminus of the Greenley Road Extension on SR 49. Additionally, concerns over impacts to safety in and around schools (Sonora High School and Sonora Elementary) impacted by the proposed alignments and mitigation measures should be included as well. This study should also provide the average daily traffic volumes for Washington street, Greenley Road and Greenley Road Extension, Stewart Street, Lyon's Bald Mountain Road, Mono Way, Stockton Street, and Jamestown Road in the past, currently, and future

estimates. A time study should also be included that determines what it takes to get from SR 49/Parrot's Ferry Intersection to the Mono Way intersection, from Mono Way to the SR 49/Parrot's Ferry Intersection, and from the SR 49/Parrot's Ferry Intersection to Sonora Hospital with or without the project. It will be important to ensure that a planned low-income development on Greenley road, as well as other planned projects, is included in the traffic study to ensure that the community is not negatively impacted by increased traffic on Greenley as a result of the North-South Connector project. A VMT analysis with and without the project shall also be provided.

Lastly, the existing Greenley road is not set up to accommodate large semi-trucks. The proposed extension is not expected to accommodate trucks either. The SR 49 Congested Corridor Plan and the 2016 Regional Transportation Plan calls for goods movement routes to be focused West of Sonora. Traffic studies should consider design features and regulations that would discourage semi-trucks on Greenley and downtown Sonora. This will reduce impacts from emissions to nearby schools and disadvantaged neighborhoods adjacent to the route.

Task 5: Consultation with Property Owners

As with previous iterations of the project, public outreach and coordination specifically with property owners likely to be impacted by construction will be crucial. TCTC requires that any consultant submitting a proposal have a robust plan for interacting early with property owners in a way that will ensure they are collaborated with, not ignored, so their concerns are considered on the project. A detailed response to comments is essential.

Task 6: Public Outreach

The consultant will develop a comprehensive public outreach effort for the project process that meets the requirements of legislation and is approved by the TCTC. The consultant will be responsible for conducting public workshops, preparing notices, graphics, displays, and will compile all comments received. This outreach will be robust, educational, and ensure all outreach goals are met. Outreach will also include a focus on disadvantaged, minority, environmentally sensitive, tribal and low-income individuals. Additionally, there should be outreach targeted at the Project area home owners, Sonora Elementary School, Sonora Regional Hospital, and City merchants. The consultant will meet with individual properties owners and merchants along the corridor to receive and record input on the project. Develop an independent project web page where project information can be shared and transparency maximized.

Task 7: Economic Impact Analysis

The Greenley Road Extension will bypass the downtown of the City of Sonora. This city is the economic center of the County, and, as such, requires adequate consideration of the possible economic impacts of a bypass. The economic impact analysis should review economic impacts to both downtown Sonora as well as the county and city as a whole. This includes

special consideration for homeowners in the project area and their home values/possible impact to land. Additionally, exploration of the impact of the Highway 49 Bypass on Sutter's Creek and the Angel's Camp bypass on Angel's Camp should be considered. Economic analysis should include the "No Project" alternative.

Task 8: Environmental Assessment

A preliminary Environmental Assessment should inform the alternatives that are developed for the project. Environmentally sensitive areas should be avoided where possible. Noise, emissions, aesthetics, and culturally sensitive locations should be taken into account where possible at this stage. After consideration of the preliminary environmental assessment, and refinement of alternatives, the consultant will prepare an administrative draft of the document for three final alternatives, plus a no project alternative, for internal staff review and comment. Additionally, impacts to emergency evacuations should be considered. Staff comments will then be incorporated into the draft Environmental Scoping Plan. The draft Environmental Scoping Plan will include all sections required by CEQA. The Greenley Road Extension/North-South Connector Project would construct a new roadway facility providing a bypass around downtown Sonora.

Additionally, Tuolumne County is identified as a state and federal non-attainment area for Ozone emissions and the new roadway could substantially change traffic patterns within and around the City of Sonora including truck trips on State Route 49 through downtown Sonora. Four potential sensitive receptors that could be affected by changes in traffic and truck route patterns include: 1) Sonora High School, 2) Sonora Elementary School, 3) Downtown Sonora and 4) Sonora Hospital. An Air Quality Analysis Report with Project Level Conformity and Hot Spot analysis at the sensitive receptor locations should be provided based on the results of the Traffic Impact Analysis model for the three build alternatives. If the hot spot analysis shows the potential for increased emissions associated with changes in traffic and/or truck travel patterns that could adversely affect the sensitive receptors, mitigation options, where feasible, should be provided in the Air Quality Analysis Report. All analysis under this task should be done consistent with Caltrans and FHWA requirements so that it can be used as supporting documentation during the environmental document and project approval (PA&ED) phase off the project.

Task 9: Updated Cost Estimate, Schedule, And Financing Plan

After completion of up to 10% design completion and cost estimates for the three final alternatives, the consultant shall complete the Project Initiation Document including next steps and associated schedule for delivery of the project. A proposed financing plan shall be developed for the project that identifies potential federal, state and local funding sources for the plan. The financing plan should provide separate financing strategies for Plan Approval and Environmental Documentation, Right of Way Acquisition and Construction.

Optional Task 1: Annexation Scenario Possibilities

The City of Sonora has adopted a resolution prioritizing delivery of Greenley Road extension project which is located within the city's sphere of influence. Optional Task 1 would propose a fair property tax exchange between the city and county that could lead to annexation of the project area that would allow the City of Sonora to become the lead agency for delivery of the Greenley Road Extension project, including the Right of Way acquisition process. If consultant would like to cost out the aspects of this optional task as a "menu" item that is also possible.

Optional Task 2: Visual Impact Analysis

Initial public outreach saw concern expressed that the road would severely impact the natural attributes / aesthetics of the land it plans to go through. Optional Task 1 would include photo simulations and other visualization exhibits that illustrate the proposed project alternatives, evaluate the expected visual change caused by a project, assess public reaction to the expected change, identify visual impacts, and recommend measures to avoid, minimize or mitigate adverse visual impacts.

III. Submittal Process

Communications / Contacts

It is TCTC's intent to provide the same information to all proposers and questions will not be answered individually by telephone. Any oral responses to questions are not binding on TCTC. Prospective proposers may make written inquires by email concerning the RFP to obtain clarification of requirements. TCTC will post all of the questions received, along with TCTC's written responses, to the TCTC website, http://tuolumnecountytransportationcouncil.org. It is the responsibility of the proposers to check the TCTC website to review the questions and responses. Except for questions that might render the award of this North-South Connector/ Greenley Road Extension Project Initiation Agreement(s) invalid, TCTC will not respond to any questions submitted after July 25, 2024. Any communications related to this RFQ should be directed to:

Darin Grossi, Executive Director Tuolumne County Transportation Council 2 South Green Street (mailing address), 975 Morning Star drive (physical address) Sonora, California, 95370

E-mail: dgrossi@co.tuolumne.ca.us

Addenda

Any changes to the Request for Qualifications will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Request for Qualifications document and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on the TCTC website. It is the responsibility of the proposers to check the TCTC website for any addenda. Proposers must certify receipt of the addenda on the appropriate form (see ADDENDA ACKNOWLEDGMENT, pg. 13), which must be submitted with their proposal.

Schedule of Events

A timeframe for Consultant selection activities is presented below. The agreement award will be made at a regularly scheduled Tuolumne County Transportation Council public meeting.

Activity	Date
Request for Qualifications advertised/circulated	June 27, 2024
Last day written questions accepted	July 25, 2024
Questions and responses posted on website	August 8, 2024
Statement of Qualifications Due by 3:00 pm	August 28, 2024
Interviews scheduled (optional)	TBD
Contract Award- TCTC	TBD

IV. Contents of Statement of Qualifications

Each submittal shall concisely respond to this Request for Qualifications as outlined in the project description. The quote shall include, but not necessarily be limited to, the following:

- 1. Discussion of the consultant's qualifications as they relate to Section II, Scope of Work. Consultant's interpretation of the Scope of Work, demonstration of the consultant's understanding of the project requirements, their capability to provide the requested scope of services, and their proposed schedule. The consultant shall identify which professional service function(s) they are qualified to perform.
- 3. List of project personnel and subcontractors with a description of their duties and Qualifications.
- 4. Past experience in similar work. List of projects similar in nature to the project, showing past record of performance and project cost control, quality control, and ability to meet schedules.
- 5. Any requested changes to the draft contract.

- 6. Pertinent contact information for the agency submitting a proposal, including e-mails, must be included. Proposals submitted without a way to contact the consultant firm submitting a proposal will not be considered.
- 7. Both electronic and hardcopies of Statement of Qualifications is required.

Evaluation Criteria

A Consultant Selection Committee, appointed by the TCTC Executive Director, shall review each proposal and, if necessary, will conduct an interview with the consultant's project management and key personnel of the most qualified firm(s).

The Consultant Selection Committee shall rate each interviewed firm's quote and identify the rank of Qualifications in a selection order based upon the following criteria:

Rating Items

- 1. Firm's specialized experience, qualifications and technical competence as related to the services required. (25 points possible)
- 2. Firm's demonstration of a clear understanding of the project as evidenced in their written and/or oral statements and demonstration of ability to meet project goals and client expectations. (50 points possible)
- 3. Experience, qualifications and availability of Project Manager and support team. (25 points possible).

Consultant Selection

Upon completion of the rating of the consultant firms, the Executive Director may negotiate a draft agreement with the top-ranked consultant(s). The goal of negotiation is to agree on a final agreement that will deliver the services or products required based on the professional qualifications of the selected firm.

If a draft agreement cannot be reached with a top ranked candidate(s), the negotiations are terminated. Negotiations then may be opened with additional candidates and the process repeated. When negotiations are terminated with a consultant, negotiations will not be reopened with the same consultant during this process. If an agreement cannot be reached with any of the consultants recommended by the Selection Committee, the Selection Committee will be asked to make additional recommendations.

Upon attainment of a draft agreement(s), the draft agreement(s) will be forwarded internally within the TCTC for review of content prior to final approval and execution by TCTC.

The TCTC retains the right to withdraw this Request for Qualifications at any time, without prior notice, to reject any or all qualifications submitted which do not comply with provisions

of this Request for Qualifications, or for unforeseen reasons related to funding of this project, and/or to waive any irregularities or informalities in the proposal or in the proposal procedure.

Fee and Method of Payment

TCTC will pay the consultant on a task completed basis at the rates set forth in the agreement, subject to the scope of work and amount set forth in a specific work order(s). Progress payments will be made no more frequently than at monthly intervals. Payment will be made only on submitted claims describing work completed prior to the close of the billing period and approved by the Executive Director. Progress payments will be limited to 90% of the budget for the tasks completed. The 10% retention will be released upon completion and approval of the final work order product. Payment for work completed can be expected within 30 days of invoice receipt and verification of work performed.

Policy

The TCTC will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability. In addition, the TCTC require that any consultant or consulting firm hired by the TCTC to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability.

The Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended accordingly.

Agreement for Professional Consulting Services

This Request for Qualifications does not obligate the Tuolumne County Transportation Council to award an agreement for professional consulting services, nor does it commit TCTC to pay for any costs associated with the preparation and submittal of qualifications. The Scope of Work is subject to modification as work progresses on each element.

Insurance Requirements

A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance, at least as broad as the coverage described below, to TCTC as may be required by the Risk Manager of TCTC. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of TCTC by registered mail, return receipt

requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- i. <u>Workers' Compensation Coverage</u> Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- ii. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- iii. Automobile Liability ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the TCTC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the TCTC.

Hold Harmless/Indemnification

Contractor shall indemnify, defend, save, protect and hold harmless TCTC, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCTC") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse TCTC for any expenditures, including reasonable attorney's fees, TCTC may make by reason of such matters and, if requested by TCTC, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of TCTC or any other person; provided, however, that Contractor shall not be required to indemnify TCTC for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of TCTC.

If such indemnification becomes necessary, the Counsel for TCTC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend TCTC. This indemnification clause shall survive the termination or expiration of this Agreement.

Proposal Submission & Deadline

All proposal submittals and accompanying materials shall become the property of the Tuolumne County Transportation Council. Qualifications must be received, and date stamped at the Tuolumne County Transportation Council/Transit Agency office no later than **3:00 p.m. on August 28, 2024**. <u>Ten (10)</u> hard copies of each Proposal (One signed copy required) and one electronic copy submitted via USB drive should be clearly marked "North-South Connector for TCTC" and delivered to:

Tuolumne County Transportation Council Darin Grossi, Executive Director 975 Morning Star Drive, Ste A (physical-- preferred) 2 S. Green Street (mailing) Sonora, CA 95370

An electronic copy of the proposal must also be included.

The consultant's name and return address must also appear on the envelope. Proposal submittals may also be hand delivered to the TCTC/TCTA office at 975 Morning Star Drive, Sonora, California.

Proposal submittals will be received only at the addresses shown above and must be received by the time indicated. The consultant must include pertinent contact information, including emails, with their qualifications. It is the sole responsibility of the consultant to send or deliver their proposal submittal so that it is received by the time and date required, regardless of postmark. Any proposal submittal received after said time and/or date or at a place other than the stated addresses, cannot be considered and will not be accepted. No emailed or facsimile proposal submittals will be considered. The TCTC time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposal submittals.

ADDENDA ACKNOWLEDGMENT

(To be submitted with Qualifications packet)

Receipt of the following	addenda is hereby acknowledged:	
Addendum No.	Proposer's Initials	

Attachment A

Agreement for Professional Services For the North-South Connector Study, Project Initiation Document

This Agreement ("Agreement") is made and entered into the	nis day of, 2024 by and between
the Tuolumne County Transportation Council ("TCTC"), a	a California joint powers authority and
, a licensed to do business in the	e State of California ("Consultant").

1. Agreement Documents

- **1.01** The total agreement between the parties consists of this Agreement and the following additional documents, copies of which are attached hereto and incorporated herein by this reference:
 - A. Request for Qualifications issued January 15, 2024, including Exhibits and Addenda, if any.
 - B. Consultant's Proposal inclusive of Cost, as accepted by the TCTC, attached hereto as Exhibit B-1 and Exhibit B-2.

In the event of a conflict or ambiguity arising between such documents or any term therein, the document issued or executed later in time shall prevail over the document issued or executed earlier in time. Notwithstanding the above, in the event of a conflict or ambiguity between the Consultant Proposal and any other Agreement Document, the other Agreement Document will control.

2. Recitals

- 2.01 The TCTC desires professional transportation planning and engineering consulting services to create a North-South Connector Study, Project Initiation Document for Tuolumne County, managed by the TCTC (such services are hereinafter referred to as the "Project") and,
- **2.02** The TCTC has determined the Project involves the performance of specialized professional and technical services; and,
- **2.03** Consultant has responded to the TCTC's Request for Qualifications (RFQ) soliciting professional engineering and transportation planning consulting services; and,
- 2.04 Consultant hereby represents that it is in the business of, and fully qualified in the field of professional transportation planning, engineering, and is fully willing and able to perform the work orders described in the RFQ, of the Agreement, and with the level of service and operating quality specified herein. TCTC awarded this Agreement in reliance on such representations, and on Consultant's particular skills, experience and abilities as represented by Consultant in their Statement of Qualifications; and,

2.05 TCTC and Consultant intend to enter into an agreement for the furnishing of certain articles and services for the consideration hereinafter set forth.

The TCTC and Consultant, for the consideration hereinafter described, mutually agree as follows:

- **3. Project Description:** This is a non-exclusive Master Agreement setting forth the terms under which Consultant will provide transportation planning and engineering consulting services to create a North-South Connector Study, Project Initiation Document for Tuolumne County, managed by TCTC.
- **4. Effective Date/Term:** This Agreement shall be effective from the date of execution and shall expire three (3) years after the date of execution or the completion of the scope of work issued pursuant to Section 3.01 of this Agreement, whichever is later, unless this Agreement is extended by a written amendment pursuant to Section 4.01.
 - 4.01 TCTC or the Consultant, at any time during the third year of this Agreement, may request in writing an extension of the Agreement term for additional periods of up to two years. Upon receiving such a request, and provided the Consultant is not in default, the TCTC will consider extending the Agreement term for the additional years.
- **5.** Commencement/Completion of Work: The Consultant shall commence work upon written notice to proceed from the TCTC Executive Director.
- **6. Suspension, Delay or Interruption of Work:** The TCTC may suspend, delay, or interrupt the services of the Consultant for the convenience of the TCTC. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the Project's schedule, commitment and cost of Consultant's personnel and subcontractor, and Consultant's compensation will be made.
- **7. Additional Services:** For additional services not outlined in Section 3 above, a separate scope of work describing the scope, schedule, fee and work products will be negotiated by the TCTC and the Consultant and approved as written work orders under this Agreement prior to any additional work effort being commenced upon.
- **8. Professional Standards:** Consultant warrants and guarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractor are engaged.
- **9. Performance:** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Consultant's obligations under this Agreement. Performance of services shall comply with the schedule set forth. A time extension may be granted in the event that acts or omissions by the TCTC cause delay. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

- 10. Work Standard: The TCTC has relied upon the professional training and ability of the Consultant to perform the services hereunder as a material inducement to enter into this Agreement. The Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by the Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in the Consultant's field of expertise. The Consultant shall be responsible for ensuring any approved subcontractor adheres to this same work standard.
- 11. Personnel: Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall provide all staff necessary to completion of services under this Agreement. The Consultant's Project Team identified in their Statement of Qualifications shall be the Project Team for the duration of the Agreement unless TCTC agrees to accept replacement personnel. In the event that the TCTC, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement because of their incompetence, Consultant shall remove any such person(s) immediately upon receiving notice from the TCTC of the desire of the TCTC for the removal of such person(s).
- **12. Independent Contractor:** In providing the services as set forth in the Agreement Documents, Consultant shall act as an independent contractor and not as an employee of the TCTC. In accordance with that relationship, Consultant shall assume all responsibility for its employees for Federal and State income tax withholding, FICA, SDI and any other deductions from income that Consultant is properly required to make as an independent contractor.
- **13. Administration of Agreement:** Consultant's compliance with this Agreement shall be supervised and administered by the TCTC through the office of the Executive Director. This paragraph shall not relieve Consultant of any obligation or liability undertaken by virtue of this Agreement.
- **14. Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class United States mail. Any such notice, demand, request, consent, approval, or communication shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of depositing in the United States mailbox if mailed as provided in this section.

If to TCTC:

Tuolumne County Transportation Council Darin Grossi, Executive Director 2 South Green Street (Mailing), 975 Morningstar (Physical), Sonora, CA 95370 dgrossi@co.tuolumne.ca.us

If to Consultant:

Insert Name/Contact information

15. Consents and Agreements: Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with the books of this Agreement.

16. Signature Authority

- **16.01** The Executive Director or his designee shall have authority on behalf of the TCTC to sign Agreement amendments and other documents related to this Agreement.
- 16.02 Consultant certifies that the following person(s) have authority to sign Agreement amendments and other documents related to this Agreement on behalf of Consultant. Written certification of the signatory authority of the following persons shall be provided by the Consultant to the TCTC prior to execution of this Agreement.

 | Name | Title |
- **17. Insurance Requirements:** Consultant and/or any subcontractor shall provide a Certificate of Insurance as proof of a policy of insurance satisfactory to the TCTC evidencing that Consultant and/or subcontractor maintains insurance that meets the requirements included in Exhibit A, "Standard Insurance Requirements," of this Agreement.

18. Workers Compensation

- **18.01** Consultant shall comply with the provisions of the Worker's Compensation and Insurance Law of the State of California.
- **18.02** The TCTC shall not be responsible for providing Workers' Compensation insurance or any other protective insurance coverage for the Consultant that is based upon the relationship of employer and employee.
- 19. Method of Payment: The TCTC will pay the consultant (s) on a percent of task complete basis at the rates set forth in the agreement(s), subject to any limitations set forth in a specific Work Order. Progress payments will be made no more frequently than at monthly intervals. Payment will be made only on submitted claims describing work completed prior to the close of the billing period and approved by the Executive Director. Progress payments will be limited to the budget for the task completed. Payment for work completed can be expected within 30 days of invoice receipt and verification of work performed. A ten percent retention on task payment will be withheld until project completion.
- **20. Reporting Requirements:** The Consultant will provide to the TCTC a monthly written progress report detailing status of the work schedule and outputs, the percentage of work completed by task and any other relevant factors to completion of all work in a timely manner. The Consultant will notify the TCTC of any potential or existing problem areas as soon as possible.
- **21. Maintenance of Records/Audit Rights:** Consultant shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. Consultant shall also maintain for a period of at least three (3) years from the expiration date of this Agreement the financial information and data used

by Consultant to determine charges and costs related to work performed under this Agreement. The TCTC, and any Federal or State authorized representatives, shall have the right to inspect and audit Consultant's accounting books, records and documents during normal business hours. Such records shall be turned over to the TCTC upon request.

- **22. Work Product Property of the TCTC:** All plans, specifications, reports, computer files, and other work products prepared by Consultant pursuant to this Agreement shall become the property of the TCTC. The TCTC's use of documents produced under this Agreement and/or supporting information or calculations other than as intended hereunder shall be at the TCTC's sole risk.
- **23. Release of Documents and Information:** Services provided within the scope of this Agreement are for the exclusive use of the TCTC. The TCTC and Consultant agree that all data, plans, specifications, reports, computer files, and other work products will not be released to third parties by Consultant without the prior written consent of the TCTC.
- **24. Covenant Against Contingent Fees:** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee or subcontractor working for the Consultant, as provided for in the Consultant's Proposal (as accepted by TCTC), to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, a fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon, resulting from the award or making this Agreement. For breach or violation of this warranty, the TCTC shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- **25. Covenant Against Gratuities:** Consultant covenants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any member, officer or employee of the TCTC with a view toward securing favorable treatment in the award, modification or performance evaluation of this Agreement. For breach or violation of this covenant the TCTC shall have the right to cancel this Agreement without any liability to Consultant.
- **26. Restrictions on Lobbying:** Consultant shall not pay any person or organization to influence or attempt to influence an officer or employee of any federal, state or county agency in connection with awarding this Agreement or any other Federal award from which funding for this Project is originally derived, consistent with 31 U.S.C. section 1352.
- **27. Transfer of Agreement:** This Agreement is made in reliance by TCTC upon the qualifications and responsibility of Consultant. The performance by Consultant of this Agreement may not be assigned, sublet, transferred or in any way subcontracted, except upon the prior written approval of the TCTC.
- **28. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under subcontract, including procurement of material or leases of equipment, each potential sub-Consultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement relative to civil rights requirements. Consultant shall provide the TCTC documentation of such notifications.

Consultant agrees to refrain from awarding any third party subcontract without prior written approval by TCTC. Payment for such services shall be the responsibility of the Consultant.

- **29. Third Party Obligations:** Consultant shall be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement. Consultant shall pay directly such parties for all amounts due under said arrangement. Consultant shall indemnify, defend and hold the TCTC harmless from any and all claims and liabilities arising from any third party contracts. Consultant shall exert its best efforts to prevent any loss to the TCTC from the failure of proper performance of any third party.
- **30. Conflicts of Interest:** Consultant shall not enter into any agreement, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer or employee of Consultant or the TCTC, during the Project term and for one year thereafter, has any direct or indirect interest. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of the Project term any such interest, and if such interest is immediately disclosed to Consultant and such disclosure is entered upon the minutes of Consultant's written report to the TCTC of such interest, Consultant, with the prior written approval of the TCTC, may waive the prohibition contained in this subsection; provided that any such present member, officer or employee shall not participate in any action by Consultant or the TCTC relating to such agreement, subcontract or arrangement.
- 31. Duties and Services: Consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request from proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of his project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
- 32. Debarment and Suspension Certification: Consultant agrees to refrain from entering into any sub-agreement to this Agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal Procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The List also includes the names of parties debarred, suspended or otherwise excluded by agencies, and Consultants declared ineligible for Agreement award under statutory or regulatory authority other than Executive Order Nos. 12549 and 1268. Consultant shall provide the TCTC debarment and suspension certification containing information about the debarment and suspension status and other specific information of Consultant and its "principals", as defined in 49 CFR 29, prior to entering into any sub-agreement to this Agreement.

Consultant agrees to refrain from awarding any third party sub-contract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain similar certification from any third party subcontractor (at any tier) seeking a contract exceeding \$100,000.

- **33. Civil Rights Requirements:** During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (collectively, "Consultant") agree as follows:
 - A. Compliance with Regulations: The Consultant shall comply with regulations relative to Title VI (nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49 Code of Federal Regulations Part 21 Effectuation of Title VI of the 1964 Civil Rights Act) ("Title VI" or "Regulations"). Title VI provides that the recipients of Federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or subjected to discrimination under any program or activity by the recipients of Federal assistance or their assignees and successors in interest.
 - **B. Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement term shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin. Consultant shall provide the TCTC documentation of such notifications.
 - **D. Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined the TCTC, State or Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the TCTC, State or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - **E. Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the TCTC and/or State shall impose such Agreement sanctions as they or the FTA may determine to be appropriate, including, but not limited to:

- 1) Withholding of payments due to the Consultant under this Agreement until the Consultant complies, and/or
- 2) Cancellation, termination or suspension of this Agreement, in whole or in part.
- **F. Incorporation of Provisions:** The Consultant shall include the provisions of these paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontractor or procurement as the TCTC, State or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the TCTC and/or State to enter into such litigation to protect the interest of the TCTC and/or State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- **34. Health, Safety, Fire and Environmental Protection**: The Consultant and any subcontractor or agent shall comply with Federal, State and local requirements pertaining to safety, health, fire and environmental protection.

The Consultant shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. Consultant shall further comply with all other applicable safety laws, ordinances and regulations.

In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.

- **35. Federal, State and Local Laws:** Consultant warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Agreement.
- **36. Governing Law:** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
- **37. Indemnification**: To the extent permitted by law, Contractor does hereby assume liability for, and agrees to defend, indemnify, protect, save and hold harmless the TCTC and its elected and appointed officials, officers, employees, agents and volunteers and its successors and assigns (collectively, TCTC) from and against any and all demands, losses, claims, costs, suits, liabilities, obligations damages, penalties, fines, actions, and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed, asserted against, incurred or suffered by the TCTC by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused, or claimed or alleged to be caused, in whole or in part, by or in any way relating to or arising out of:

- A. Any negligent or intentional act or action, or any neglect, omission or failure to act when under a duty to act on the part of Consultant or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder, except to the extent caused by the negligence or willful wrongful act of the TCTC; and,
- B. any claim of patent or copyright infringement or publication of defamatory material, including the TCTC's failure to request removal of such material in connection with the services performed and/or work products provided under this Agreement by Consultant or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier; and,
- C. a release by Consultant of any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any Federal, State or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future, but only to the extent that such release is not proximately contributed to or caused by the TCTC.

Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

If such indemnification becomes necessary, the legal Counsel for the TCTC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTC. This indemnification clause shall survive the termination or expiration of this Agreement.

- **37. Sanctions for Noncompliance**: In the event of the Consultant's noncompliance with the provisions of this Agreement, the TCTC shall impose such Agreement sanctions as it may determine to be appropriate, including, but not limited to:
 - A. Withholding of payments due to the Consultant under this Agreement until the Consultant complies to the TCTC's satisfaction, and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part.

38. Termination of Agreement

- **38.01 Acts Constituting Termination:** This Agreement shall commence on the date of its execution and shall continue until:
 - A. Voluntary or involuntary transfer or assignment by either party hereto without the prior written consent of the other party of any of the rights, titles or obligations set forth in this Agreement;
 - B. Mutual agreement of the parties hereto to terminate this Agreement;
 - C. Any default or breach of this Agreement by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as

- is reasonably necessary if the default cannot be reasonably cured within such thirty (30) day period;
- D. Written notice is delivered by either party to the other party ninety (90) days prior to the effective date of termination;
- E. The TCTC may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to Consultant.
- **38.02** Consultant shall be paid for all work performed through the date of termination at the rates set forth in the Rate Schedule in Exhibit B, and subject to the proportion of work completed and approved by the Executive Director.
 - Upon termination of this Agreement, all affairs undertaken or conducted pursuant to this Agreement shall be wound up and debts paid.
- **39. Breach:** If Consultant materially breaches the terms of this Agreement, the TCTC shall have the following remedies:
 - A. Immediately terminate the Agreement with Consultant;
 - B. Complete the unfinished work under any Work Orders with a different consultant;
 - C. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to any Work Orders and the amount that would otherwise be due Consultant, had Consultant completed the work; and/or
 - D. Allow the Consultant five (5) business days to diligently complete the correction.
- **40. Waiver:** A waiver by the TCTC of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of the TCTC to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- **41. Disputes:** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. The prevailing party shall be entitled to its reasonable attorneys' fees in any legal action to enforce the terms of this Agreement.
- **42. Amendments:** This Agreement may be amended or modified in any way by an instrument in writing, stating the amendment or modifications, signed by the parties hereto.
- **43. Survivorship:** Any responsibility of Consultant for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

- **44. Severability:** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- **45. Successors and Assigns:** This Agreement is binding upon the TCTC and the Consultant and their successors. Except as otherwise provided herein, neither the TCTC nor the Consultant shall assign, sublet or transfer its respective interest in this Agreement or any part thereof without the prior written consent of the other.
- **46. Succession:** This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.
- **47. Third Party Beneficiary:** Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.
- **48. Ambiguities:** The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have had the opportunity to engage counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.
- **49. Integration:** The Agreement Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.
- **50. Relationship Between the Parties:** Nothing in these Agreement Documents is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture or agency relationship between the TCTC and Consultant.
- **51. Modification:** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.
- **52. Headings and Subtitles**: Headings and subtitles to the Sections of this Agreement have been used for convenience only and do not constitute matter to be considered as interpreting this Agreement.
- **53. Sole and Only Agreement**: This instrument contains the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each party to the other as of this date. Any prior agreements, policies, negotiations and/or representations are expressly set forth in this Agreement.
- **54. Acceptance of Agreement:** The undersigned, having read the foregoing, accept and agree to the terms set forth therein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the administrators for the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto.

NORTH-SOUTH CONNECTOR STUDY, PROJECT INITIATION DOCUMENT Tuolumne County Transportation Council

In witness hereof, the parties have caused their a	uthorized representatives to execute this Agreement on
the	•
<u>XX</u> day of <u>XXXX</u> , 2024.	
For the Consultant:	
Legal Name of Firm	Signature
Street Address	Name (typed)
City, State, Zip Code	Title
For the TCTC:	
Tuolumne County Transportation Council	Approval Recommended:
Chair of the TCTC	
Date:	Executive Director
	Approved as to Legal Form: TCTC Legal Counsel
	By:
	Date:

Exhibit A || Standard Insurance Requirements

The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance, at least as broad as the coverage described below, to TCTC as may be required by the Risk Manager of TCTC. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of TCTC by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- A. <u>Workers' Compensation Coverage</u> Worker's Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease (including requiring any authorized subcontractor to obtain such insurance for its employees).
- B. Commercial General Liability (GCL) Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- C. <u>Automobile Liability Coverage</u> ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- D. <u>Professional Liability (Errors and Omissions)</u> Insurance appropriate to the Contractor's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, TCTC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to TCTC.

- E. <u>Policy Endorsements</u>: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
 - 1) The TCTC, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("TCTC additional insureds").
 - This policy shall be considered, and include a provision it is, primary as respects the TCTC additional insureds, and shall not include any special limitations to coverage provided to the TCTC additional insureds. Any insurance maintained by the TCTC, including any self-insured retention the TCTC may have; shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) The insurer waives all rights of subrogation against the TCTC additional insureds.
 - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTC additional insureds.
 - The insurance policy and endorsements shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' written notice has been given to the Executive Director by registered mail, return receipt requested, at 2 South Green Street, Sonora, CA, 95370.
- F. Deductibles and <u>Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the TCTC's option, Consultant shall demonstrate financial capability for payment of such self-insured retentions.
- G. <u>Evidence of Insurance</u>: Consultant shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Risk Manager. Required evidence of insurance shall be filed with the Risk Manager on or before commencement of performance of this Agreement. Current evidence of insurance shall be kept on file with the Executive Director at all times during the term of this Agreement.
- H. <u>Unsatisfactory Policies</u>: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, of if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.

I. <u>Failure to Comply</u>: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

EXHIBIT B 1

QUALIFICATIONS







PROJECT

NORTH-SOUTH CONNECTOR STUDY/ GREENLEY ROAD EXTENSION

PROJECT INITIATION DOCUMENT

SUBMISSION DATE

AUGUST 28, 2024

PREPARED FOR

Tuolumne County Transportation Council





August 28, 2024

Darin Grossi Executive Director Tuolumne County Transportation Council 975 Morning Star Drive Sonora, California, 95370

Dear Mr. Grossi:

The Tuolumne County Transportation Council (TCTC) is seeking a qualified firm to complete the North-South Connector Study, Project Initiation Document (PID). The North-South Connector, or Greenley Road Extension Project, will provide an alternative route to bypass Downtown Sonora to reduce traffic congestion, provide a critical fire evacuation route, and improve access to critical infrastructure.

Mark Thomas has been at the forefront of developing and designing sustainable transportation and complete streets solutions throughout the state. We are a California-based firm specializing in transportation planning and engineering services for agency and municipal clients. We offer TCTC the following benefits:

DEDICATED PROJECT MANAGER WITH LOCAL AND RURAL TRANSPORTATION BACKGROUND: Amber Collins will serve as the project manager and primary point of contact for this project. She is very familiar with Tuolumne County and is experienced working in District 10 and neighboring areas through her years with the Calaveras Council of Governments (CCOG) and providing consulting services to public agencies throughout the Central Valley and foothill communities. She brings extensive knowledge and experience in planning, funding, and delivering transportation projects in California through her 14 years in the public and private sectors. Amber will be supported by a team of in-house planners and engineers, and strategic teaming partners, who have extensive knowledge working on similar projects and in Tuolumne County.

THE RIGHT CONSULTANT TEAM: We have assembled a strong team with the right technical expertise and experience to deliver this phase of the project. Mark Thomas is an industry leader in planning and designing transformative projects throughout the state that respond to policy priorities and local context. We've also assembled the right team of specialized subconsultants to support us, including Wood Rodgers, providing traffic studies and analysis, who has worked with TCTC for over 10 years, recently working on updating your Regional Transportation Plan (RTP); LSA will provide environmental services, having worked extensively throughout District 10 and provided services in the region for many years; BAE Urban Economics will provide economic studies and insight into the impacts of the project; and Monument will provide right of way and real estate acquisition services.

CALTRANS AND PID EXPERIENCE: We have planned and delivered hundreds of Caltrans projects in California. We bring current experience working with Caltrans District 10 on state highway projects administered by Caltrans and local agencies. **Our expertise is in the planning as well as design of projects governed by Caltrans.** We are able to work efficiently with clients and Caltrans to develop concept and final designs that balance Caltrans requirements with local needs and preferences.

COMPLETE STREETS AND CONTEXT SENSITIVE DESIGN: The Mark Thomas Team specializes in the planning and design of complete streets and context sensitive solutions. This includes designing roadway projects with consideration for multimodal needs, local context, climate change resilience, and other factors. We completed and/or are currently working on similar projects such as the SR 88/Pine Grove Corridor Improvements in Amador County, Pioneer Road Corridor Improvements in the City of Los Banos, and SR89/SR 267 Corridor Management Feasibility Study in Placer County. This experience will be leveraged to benefit TCTC's project.





POSITION PROJECTS FOR FUNDING AND IMPLEMENTATION: We excel at providing transportation funding services for a wide range of projects that include financing strategy development and execution, funding compliance and reporting, programming, and development of competative grant applications. We have been assisting agencies with grant funding applications and successfully secured over \$1.4 billion in grant funds over the past five years. With this expertise and thorough understanding of funding and grant programs, our team is able to assist clients in any phase of project development to position projects for funding and implementation. This includes aligning projects with state policy priorities including the Climate Action Plan for Transportation Infrastrucutre (CAPTI) and Caltrans Core Four. Our team and proposed project manager has a proven track record of helping rural agencies fund priority projects throughout the state.

If you have any questions about our qualifications, please contact Amber at (559) 631-0490 or via email at acollins@markthomas.com. We look forward to working with TCTC on this project.

Sincerely,

MARK THOMAS & COMPANY, INC.

Matt Brogan, PE

Amber Collins

Principal + Vice President Senior Project Manager



CONTENTS

FIRM QUALIFICATIONS	1
PROJECT TEAM	5
PROJECT UNDERSTANDING	11
PROJECT APPROACH	16
PROJECT SCHEDULE	30
SCOPE OF WORK	31
PAST EXPERIENCE	38
REQUESTED CONTRACT CHANGES	43
APPENDIX A: RESUMES	A-1
APPENDIX B: RATE SCHEDULES	B-1

FIRM QUALIFICATIONS

ABOUT MARK THOMAS

Mark Thomas is a full-service professional services firm specializing in transportation engineering and planning, multimodal and safety analysis, civil and structures engineering, landscape architecture, and funding and programming services to public agencies throughout California. We apply a flexible and progressive approach that balances the needs of all users with realistic construction budgets and innovative yet proven design practices.

Providing exceptional client service and delivering projects to meet our clients' goals is our highest priority, as well as seeing projects through from concept to construction. This is achieved with support from over 400 professionals that are all based in California and focused on transportation projects.

Through our work with similar agencies, we have accumulated an expansive knowledge base specifically geared toward improving access, connectivity, safety, and evacuation needs for vehicles, cyclists, and pedestrians. Our strong background in delivering transportation projects, coupled with an effective balance of creative innovations, allow us to develop practical design solutions.

We are a recognized industry leader in the delivery of complex transportation projects that balance multiple needs and topographic and environmental constraints. We have hands-on experience using Caltrans, American Association of State Highway and Transportation Officials (AASHTO), and NACTO design standards to plan and design roadway and multi-use trail facilities that benefit a wide range of users. We have leveraged this experience to complete circulation, resiliency, and evacuation improvement projects for the counties of Madera, Mariposa, Calaveras, Amador, and the Town of Paradise.

PLANNING EXPERIENCE

We have been providing planning and funding of multimodal projects for many years. Our strong background in designing and delivering transportation projects, coupled with an effective balance of creative innovations fused with practical design solutions, have demonstrated Mark Thomas' unique capability to deliver thoughtful, complete street projects.

Our team includes industry recognized experts who have delivered engineering and transportation planning projects for clients throughout California. Our team has extensive experience with transportation planning and community engagement to consider solutions that can be fit within a constrained transportation network. We explore roadway cross-sections, countermeasure recommendations, and intersection treatments with the public and agency staff. Our team leads our public engagement activities and understands how our outreach and planning positions communities for successful projects.

97 years in business

400+

offices statewide

100% employee owned

#8
ENR top CA civil engineering firm

>6K projects delivered

CALTRANS EXPERIENCE

Mark Thomas has an unmatched understanding of the Caltrans delivery process and their design standards. As a result, we have developed strong working relationships with Caltrans Headquarters and District 10 staff and are knowledgeable of the Caltrans Highway Design Manual (HDM) and the design guidance documents. Mark Thomas opened its Sacramento office in 1990 to service agencies in the Central Valley. Since that time we have expanded our Central Valley presence and have completed numerous projects sponsored by a host of public agencies within Caltrans District 10 over the past 15 years. Through this experience, we have developed relationships with staff and have a deep understanding of the standards and processes of different agencies including the counties of Tuolumne, Calaveras, Mariposa, San Joaquin, and Stanislaus, San Joaquin Council of Governments, Merced County Association of Governments, Stanislaus Council of Governments, Amador County Transportation Commission, and numerous cities.

We we have an unequaled ability to develop creative geometric concepts that consider multimodal needs, including the connectivity and safety of bicyclists and pedestrians, as well as the driving public.

In addition to following the HDM and through decades of working with Caltrans to develop projects throughout the state, we have an unmatched understanding of how to address key challenges to help ensure that designs are approved by Caltrans staff. We leverage this experience and understanding to develop planning documents and designs that have a high likelihood of being approved, and we proactively work with Caltrans staff to develop solutions that work for both parties.

FUNDING EXPERIENCE

Our team of experts have developed numerous funding strategies, provided grant writing, and supported grant administration. Our services include technical writing, narrative development, funding strategy development, grant identification, benefit cost analysis (BCA), air quality benefit calculations, economic impact analysis, and preparation of high-quality exhibits to support grant applications. We have assisted agencies with the preparation of Senate Bill (SB 1) programs including Trade Corridor Enhancement Program (TCEP), Local Partnership Program (LPP), and Solutions for Congested Corridors Plan (SCCP); Active Transportation Program (ATP); Local Transportation Climate Adaptation Program (LTCAP); Transit and Intercity Rail Capital Program (TIRCP); and federal discretionary programs such as Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Bridge Investment Program (BIP), Multimodal Discretionary Grant Program (MPDG), Safe Streets and Roads for All (SS4A) Program, and Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program (PROTECT). Mark Thomas worked closely with the Town of Paradise to secure \$33 Million in resiliency funding for the Roe Road Extension Phase 2, a new multimodal roadway serving daily circulation and evacuation needs.

We adopt a collaborative approach in developing planning concepts that are strategically positioned for delivery and funding. We understand the importance of developing non-infrastructure solutions and have extensive experience leading non-infrastructure events. Our commitment to implementable solutions is evident through our planning concepts which can seamlessly translate to design solutions. We utilize our firm's expertise in engineering design to verify and enhance the constructibility of our proposed concepts.

CALTRANS DISTRICT 10 EXPERIENCE

Mark Thomas' expertise is in the planning, as well as initial and final design of projects governed by Caltrans.

Mark Thomas has more experience than any other design firm in the Central Valley.

SHOPP EXPERIENCE

Our project manager, Amber Collins has leveraged STIP and local dollars to secure SHOPP and competitive state funds (SB 1 Local Partnership Program and Trade Corridor Enhancement Program) to complete construction for a \$30 million phase of the SR 4 Wagon Trail project in neighboring Calaveras County and get the remaining phase shovel ready.

COMMUNITY ENGAGEMENT

We explore roadway crosssections, countermeasure recommendations, and the latest active transportation features with the public and agency staff. Our team leads our public engagement activities and understands how our outreach and planning positions communities for successful projects.

COMMUNITY ENGAGEMENT EXPERIENCE

The Mark Thomas Team is well-practiced at engagement with public and agency stakeholders throughout the area. We have a demonstrated history of collaboration with interested stakeholders such as local jurisdictions, partner agencies (Caltrans, health departments, law enforcement departments, etc.), advocates, Community-Based Organizations (CBOs), and disadvantaged community members. We can organize engagement efforts to solicit input from the broad range of groups through workshops, meetings, focus meetings, interviews, open houses, and tabling at community events. Our proposed team is well-established as a resource to regional and local agencies for leading agency staff meetings and hosting engagement activities with the public. During preparation of OC Active, our team members organized a dedicated "Cruise with a Cop" event in collaboration with local schools, Anaheim Public Works, and the Anaheim Police Department.

LOCAL EXPERIENCE

Mark Thomas has been working in Tuolumne County (County) and directly with the County for over 20 years. We first started working with the County in an earlier phase of the North-South Connector Study, where we analyzed potential alternative alignments for the Connector. We are able to kick this project off with knowledge of the major players and stakeholder concerns.

We have designed bridge replacements at Lime Kiln Road and Wards Ferry Road. We provided support on the Council's Interregional Bicycle Tourism Plan, in which we prepared preliminary cost estimates including construction costs, aesthetic enhancement costs, right of way costs, utility relocation costs, and environmental mitigation costs. We also currently hold an on-call contract for construction management and inspection services with the County.

Amber Collins, our proposed project manager, also has significant regional experience with her history as Executive Director of the Calaveras Council of Governments. She has been instrumental in the planning and delivery of the SR 4 Wagon Trail project that presents similar challenges as the North-South Connector.

TRIBAL ENGAGEMENT

During Vince Mammano's time leading the Federal Highway Administration (FHWA) California Division, he was the single point of contact with Tribal Governments in California. Through this work he brings a strong communication skills that will ensure that Tribal stakeholders needs are met.

PID EXPERIENCE

We have delivered multiple PIDs throughout the region including:

- » I-5/Lathrop Road Interchange
- » SR 120/Yosemite Avenue Interchange
- » I-5/Louise Avenue Interchange
- » SR 99/Harney Lane Interchange
- » SR 12/Kettleman Lane Gap Closure
- » Pioneer Road Improvement Project (SR-152/SR-165 Intersections)
- » SR 99/Austin Road PSR/PDS
- » I-580 Interchanges on Corral Hollow Road and Lamers Road
- SR 99 Widening and Applegate Road Interchange Modification Interchange

WHAT WE DO

Mark Thomas' capabilities are well-matched to the needs of TCTC, from conceptual design to final construction documents, specification and estimate (PS&E) phases. We possess robust in-house technical resources and have the expertise and capabilities to provide specialized services to efficiently deliver this project. Below are examples of our areas of expertise.

PRELIMINARY ENGINEERING, CONCEPTUAL STUDIES, AND REPORTS

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

ROADWAY AND INTERSECTION IMPROVEMENTS

- » Multi-disciplinary approach has benefited all types of projects including street and roadway improvements, intersection improvements, and bridge design
- » Extensive local agency arterial and expressway final design experience
- » Implementing complete streets and green infrastructure

COMPLETE STREETS

- » Extensive experience developing corridor themes and monuments that leverage the local community to create a unique sense of place
- » Focused on improving access, connectivity and safety for active modes of transportation
- » Understanding of the regulatory environment and local preferences for landscape and aesthetic design and to implement improvements

ACTIVE TRANSPORTATION

- » Experience delivering projects involving street improvements and rehabilitations, intersection modifications, highway widenings, interchange modifications, utility infrastructure, storm drain improvements, and ADA accessibility improvements
- » Experience in projects that range from Class I trails and paths to Class IV protected bikeways and Class II buffered bike lanes to ADA upgrades and lane reductions
- » Extensive community engagement to understand resident concerns and user preferences
- » Focused on improving access, connectivity and safety for active modes of transportation

STRATEGIC FUNDING SUPPORT

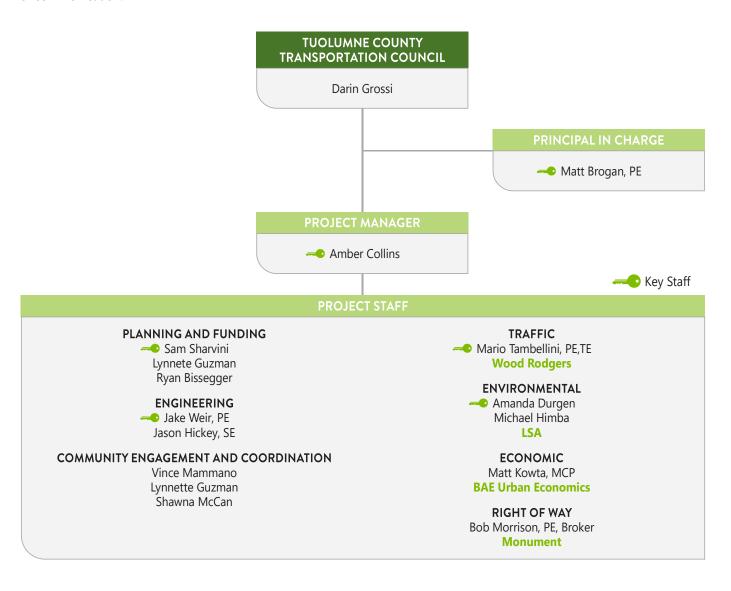
- » Prepare grant applications and benefit/cost analyses
- » Funding program review, analysis, and positioning for transportation projects
- » Secured \$1.4 billion in competitive funding for California agencies
- » Understanding of, and alignment with, state and federal policy priorities such as CAPTI and Caltrans System Investment Strategy (CSIS)



PROJECT TEAM

ORGANIZATIONAL CHART

We have selected a team of highly-qualified and experienced individuals that have experience working with Caltrans, regional transportation planning agencies, and local agencies within the region. Our subconsultant partners also bring this critical experience as well as expertise in their respective focused service areas. We understand the importance of assembling a team who will be available to support TCTC through the duration of the project. Our organization chart below depicts the Mark Thomas Team, key staff and associated disciplines, support staff, subconsultant support, and lines of communication.



AMBER AT A GLANCE 14 RURAL PLANNING YEARS EXPERIENCE DELIVERED OVER 10 PLANNING PROJECTS SECURED OVER \$110 MILLION

IN GRANT FUNDS

MEET YOUR PROJECT MANAGER

AMBER COLLINS

Amber brings extensive knowledge and experience in planning, funding, and delivering transportation projects in California through her 14 years working in the public and private sectors. She has a comprehensive background in the development of multimodal plans. Amber has an in-depth understanding and success in positioning projects for funding and delivery, particularly for projects in rural areas and along Caltrans state highways. She has successfully prepared, managed, and completed nearly a dozen multimodal plans that have resulted in funding and delivery of infrastructure projects.

Amber will serve as the project manager and will be the primary point of contact for TCTC, and will directly manage the project team. Amber has extensive experience with programming and funding compliance for state and federal programs.

Amber served as Executive Director of the Calaveras Council of Governments (CCOG) and Calaveras Transit Agency (CTA). In that role she became skilled and successful at coordinating funding and project delivery with local partners and funding agencies; managing, preparing, and facilitating multimodal transportation corridor and network planning efforts; and guiding strategic planning and policy development with the public, staff, and policy makers.

Over the past several years, Amber has supported clients in developing and delivering transportation projects including developing project initiation documents (PID), managing environmental (PA&ED) and design (PS&E) phases for projects, and assisting agencies with construction advertising, award, and administration (AAA services).

RELEVANT EXPERIENCE

- » US 395 Wildlife Crossing Project PID, PA&ED, and PS&E
- » South Watt Avenue Improvement Project PSR, PS&E, and ROW
- » Calaveras County Clean CA Gateway Monument Sign Project PS&E
- » SR99/Turner Road Interchange PS&E
- » Sacramento County South Watt Avenue Widening Project PSR and PS&E

PROJECT SHOWCASE

SR4 WAGON TRAIL REALIGNMENT PROJECT

Working in various roles, Amber worked closely with Calaveras COG, the County and Caltrans to develop and execute a funding and delivery strategy for this \$80 million project.

The project is being delivered in multiple phases and required close coordination to adjust programmed, allocated, or authorized funding.

Amber leveraged limited funds to secure additional SHOPP and State SB 1 competitive funds to complete Phases I and II of construction and set the remaining phase up for shovel-ready status.

KEY STAFF

The Mark Thomas Team includes experienced staff with a wide variety of project experience and has been specificallyselected to successfully meet the challenges of this project. Our experience working with Caltrans, rural communities and other local agencies will allow us to understand both the procedures and priorities that the project will involve.

KEY STAFF	QUALIFICATIONS	ROLE	RECENT EXPERIENCE		
AMBER CO	LLINS PROJECT MANAGE	R			
	» 14 years of experience» MS in Civil Engineering» MS in City/Urban, Community and Regional Planning	Amber will be the primary day-to-day contact and will manage the team	 » US 395 Wildlife Crossing PID, Lassen County » South Watt Avenue PSR and PS&E, Sacramento County » Clean CA Sign Project PS&E, Calaveras County » SR 4 Wagon Trail Realignment, Calaveras County 		
MATT BRO	MATT BROGAN, PE PRINCIPAL IN CHARGE				
	» 25 years of experience» BS in Civil Engineering» CA PE C63854	Matt will provide project oversight	 » Lime Kiln Road Bridge Replacement, Tuolumne County » SR 88/Pine Grove Corridor Improvements, Amador County » SR 99/120 Interchange Phase 1A and 1B, Manteca 		
SAM SHAR	VINI PLANNING LEAD				
	» 10 years of experience» BA in Urban Planning	Sam will lead the planning efforts	 » SR4 Vision Study, Contra Costa County » Placer-Sacramento Action Plan (PSAP), Placer County » Transportation Master Plan, Paradise 		
JAKE WEIR	, PE ENGINEERING LEAD				
	» 19 years of experience» BS in Civil Engineering» CA PE C72382	Jake will provide initial design and alternatives	 » Lime Kiln Road Bridge Replacement, Tuolumne County » SLV Schools Complex Circulation & Access Study, Santa Cruz County » SR 88/Pine Grove Corridor Improvements, Amador County 		
MARIO TAN	ABELLINI, PE, TE TRAFFIC	CLEAD			
	» 14 years of experience» BS in Civil Engineering» CA PE 85534» CA TE 2904	Mario will provide traffic analysis and studies	 » Regional Transportation Plan Update Modeling and Analysis, Tuolumne County » VMT Net Change Tool, Tuolumne County » Gold Rush Shared Use Path, Tuolumne County 		
AMANDA D	DURGEN ENVIRONMENTA	L LEAD			
	» 22 years of experience» BS in Biological Sciences	Amanda will lead environmental efforts	 » American River Parkway Connection Project, Rancho Cordova » Gibson Road at SR-113 Interchange Modification, Woodland » San Joaquin Regional Rail Commission North Elk Grove Station Project, Elk Grove 		

TEAM MEMBER ROLES AND DUTIES

Mark Thomas developed a project team for planning services with the required knowledge and skill set to deliver this phase of the project. These individuals include transportation planners, civil and structural engineers, economists, and traffic engineers. This broad expertise will ensure we have the experience needed to support TCTC's efforts.

Amber will be supported by experienced planners and support staff from Mark Thomas. We also have in-house engineering and graphics resources that we can draw upon, as needed. We will also utilize our team's experience and qualifications to support TCTC. These qualifications include:



- Combined experience of over 60 years in planning and engineering
- Over 30 years of combined community outreach and engagement experience



- ✓ Direct experience in the Tuolumne County region
- ✓ Amber served as Executive Director of the CCOG and CTA

The following table provides a high-level overview of other team member support staff.

TEAM MEMBER	ROLE	DUTIES
Lynette Guzman	Planning and Public Outreach	Lynette will work with Sam to provide planning support and lead outreach efforts for the project.
Ryan Bissegger	Funding	Ryan will provide funding and grant support.
Jason Hickey, SE	Engineering	Jason will provide structures support.
Vince Mammano	Tribal and Agency Engagement	Vince will use his experience to provide tribal coordination and stakeholder input.
Michael Himba LSA	Environmental Documentation	Michael will provide cultural resources for environmental documents.
Matt Kowta, MCP BAE	Economic Analysis	Matt will provide economic studies.
Bob Morrison, PE, Broker <i>Monument</i>	Right of Way	Bob will provide right of way acquisition services

SUBCONSULTANTS

Mark Thomas fosters a strong working relationship with our subconsultants. In our experiences working with these firms, they have provided excellent services and are proven to be responsive to the needs of our clients. For this proposal, we have partnered with subconsultants with that we have long working relationships with and that have specific experience working with TCTC, Caltrans, the County, and have worked on projects involving complete streets improvements and alternatives. Below is a brief firm description and relevant project experience.

WOOD RODGERS

- Wood Rodgers has been working with TCTC for over 10 years, including updates to the Regional Transportation Plan
- Involved in conversations around traffic challenges in downtown Sonora for over six years
- Evaluated Greenley Road for potential project benefit to reduce congestion in downtown Sonora



Wood Rodgers, Inc. (Wood Rodgers) operates as a California corporation with a diverse team of more than 300 professionals supporting projects across California and Nevada. With extensive experience in both public and private projects, their adaptable team collaborates effectively with other professionals and clients to deliver high-quality engineering services that address economic challenges and aesthetic preferences.

Wood Rodgers has been providing on-call transportation planning and engineering services to TCTC for over 10 years. Relevant efforts include the Washington St. Study where the downtown business community was instrumental, the SR 49 Jamestown to Columbia Corridor Plan, which evaluated potential Greenley Road connections and the impact to the multimodal network, and the Regional Transportation Plan update.

Relevant project experience includes:

- » Gold Rush Path Phase 1, TCTC
- » SR 49 Jamestown to Columbia Multi-Modal Corridor Plan, TCTC

LSA

- LSA has worked on over 300
 Caltrans projects and have extensive experience working with District 10
- Extensive experience in the preparation of documentation for complete streets, active transportation, multi-modal, and streetscape improvement projects



LSA Associates, Inc. (LSA) is a multidisciplinary environmental consulting firm with more than 180 employees in nine offices throughout California. LSA is a full-service environmental planning and impact assessment firm with strong in-house technical support services required for environmental documents, regulatory permits, and environmental compliance monitoring. LSA has exceptional experience providing environmental documentation and technical studies for similar transportation state-route projects.

LSA has provided services to the County, Caltrans, and the Sierra Nevada foothills region for many years. Tuolumne County experience includes managing the preparation of an Environmental Study Form and supporting technical studies for the Wards Ferry Bridge over Deer Creek Project for Tuolumne County.

Relevant project experience includes:

- » SCTA SR 12/Fulton Road Interchange Feasibility Study, Sonoma County Transportation Authority
- » Wards Ferry Bridge over Deer Creek Replacement, Tuolumne County

ENVIRONMENTAL

ECONOMIC STUDIES

BAE URBAN ECONOMICS

- BAE has extensive experience providing economic analysis in rural areas and areas with tourist-driven economies
- They have earned more awards for excellence than any other firm in their field
- DBE-certified firm in business since 1986, with 21 employees across six offices

bae urban economics

BAE Urban Economics, Inc. (BAE) is an award-winning, national urban economics and real estate consultancy. Their passion about the "triple bottom-line" of sustainable economics, equity, and environment makes us unique among urban economists. They believe in practical solutions to urban issues which will achieve this triple bottom-line, and that consideration of environmental impacts and social benefits as well as financial returns result in the best value for their clients.

They have practiced this same philosophy since their inception with intentional investments in staff and workplaces to foster creativity and a commitment to excellence. They have pioneered the use of survey research to target urban housing products, created innovative GIS tools for smart growth planning, and provided real estate advisory services to some of the nation's largest revitalization and sustainable development efforts.

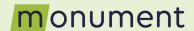
Relevant project experience includes:

- » Capital Southeast Connector Sheldon Alternatives Analysis, Capital Southeast Connector JPA
- » Sacramento-Placerville Transportation Corridor Reuse Study, El Dorado County Transportation Commission

RIGHT OF WAY

MONUMENT

- DBE, WBE, SBE-certified firm with over 25 years of experience
- Monument is known for successfully completing projects on an accelerated schedule
- Extensive experience working on road improvement and safety improvement projects in all phases



Monument, a WBE, DBE, and SBE certified firm, is a full-service real estate and right-of-way company providing exceptional service, strategic planning, innovation, and timely delivery. Monument is experienced working with design teams on right-of-way projects during the pre-acquisition phase, performing impact analyses, preparing cost estimates, and working with engineers and planners to minimize impacts to the natural and built environment.

Monument has worked with several transit agencies including, Placer County Transportation Planning Agency, Riverside County Transportations Commission, San Bernardino County Transportation Authority, and Santa Cruz County Regional Transportation Commission on local and federally funded projects. Their team can provide project planning, cost estimating, and certifications all the way through to right-of-way acquisition and project closeout.

Relevant project experience includes:

- » Dogtown Road Bridge Replacement, Calaveras County
- » Stanislaus Pockets Infrastructure Projects, Stanislaus County

PROJECT UNDERSTANDING

PROJECT OVERVIEW AND GOALS

The North-South Connector Study is a collaborative effort between TCTC, County of Tuolumne (County), and City of Sonora (City). TCTC is the lead agency on this initial phase of completing a Project Initiation Document (PID) and developing the necessary analyses and public outreach to obtain support and approval by the partner agencies and move the project into the design and environmental phases. TCTC is seeking consulting services to develop the North-South Connector Study and PID for the Phase I Greenley Road Extension Project.

The project will construct a new collector road from Greenley Road to SR 49 (North Washington Street) near the Brown's Flat area north of Sonora. The purpose of the extension is to reduce congestion on SR 49 through downtown by giving motorists, whose destination is not downtown, the option of bypassing it to the east. The extension would also benefit active transportation in downtown by lowering pedestrian level of stress, and encourage tourism and economic development. It will also create opportunities for emergency response vehicles to access destinations via an alternative route rather than going through downtown.

Downtown Sonora serves as the community's thoroughfare for shopping, dining, and local government offices. SR 49 provides critical access for truck traffic, tourists, and local residents. The project has been identified as a critical need to reduce traffic congestion on SR 49 through downtown Sonora and provide for an alternative emergency access and evacuation route.



Downtown Sonora



Lyons Bald Mountain Road facing existing Greenley Road intersection and future extension.

The project will meet the current Caltrans PID guidelines and be consistent with key regional and statewide policy documents including the California Action Plan for Transportation Infrastructure (CAPTI) and Tuolumne County Regional Transportation Plan (RTP). The project will provide the documentation necessary to compete under the Caltrans System Investment Strategy (CSIS) project nomination process. The new PID will look at the previously adopted 1987 alignment as well as alternatives in the same area to achieve the greatest benefit to the public.

SCOPE OF WORK

The scope of work and outcomes of the process will, at a minimum:

- » Establish consensus on project purpose and need
- » Address community concerns
- » Develop and screen viable alternatives
- » Be consistent with local documents and comply with all appropriate federal and state requirements
- » Provide documentation necessary to compete for state and federal funding and progress with delivery
- » Comply with Caltrans PID requirements
- » Gain elected official consensus and direction on proceeding to Project Approval and Environmental Document (PA&ED)

PROJECT GOALS

The following project goals have been identified and will guide the development of design concepts and evaluation of alternatives:



CLIMATE ADAPTATION AND RESILIENCE

Provide redundancy in the network and create resilience against events caused, or exacerbated, by climate change, such as wildfires.



EMERGENCY ACCESS AND EVACUATION

Serve as an alternate evacuation route and firebreak for historic downtown Sonora and surrounding area as well as add capacity for mass evacuations and emergency access.



REDUCED TRAFFIC CONGESTION AND FREIGHT TRAFFIC

Reduce traffic congestion and truck traffic through downtown and reduced traffic on SR 49, Washington Street, Elkin Street, Stewart Street Lyons Street, and Mono Way (Restano Way to Greenley Road).



ACCESS TO CRITICAL INFRASTRUCTURE AND SERVICES

Provide more direct and safer access to key destinations including the regional hospital and public health services, sheriff, law and justice center, human services, elementary school, and shopping.



IMPROVED MULTIMODAL CONNECTIVITY

Improves connectivity and safety for non-motorized users and reduces vehicle conflicts with pedestrians in downtown Sonora.



SUPPORTING ECONOMIC VITALITY OF DOWNTOWN SONORA

Reduces through traffic and improved conditions for business access and visitor experience.



REDUCED EMISSIONS FOR DISADVANTAGED COMMUNITIES

Reduces concentrated emissions and greenhouse gases (GHG) from vehicle traffic through disadvantaged communities in Sonora.



PROJECT STUDY AREA

Tuolumne County is located centrally in the California Mother Lode along the western slope of the Sierra Nevada range. Sonora is the only incorporated city in the Tuolumne County region and is also the county seat. The County had a population of approximately 55,620 in 2020 and has a projected population of 63,000 by 2040 per the California Department of Finance. The County is approximately 2,217 square miles in area extending from the Sierra Nevada foothills to the mountains' crest and is bordered on the north by Calaveras County, on the south by Mariposa County, on the west by Stanislaus County, and on the east by Alpine and Mono Counties. More than three-quarters of the county is managed by government agencies, including portions of the Stanislaus National Forest and Yosemite National Park.

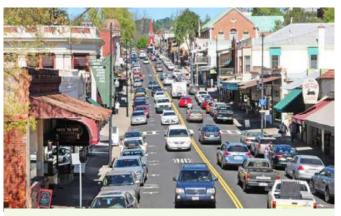
STATE ROUTE 49

SR 49, also referred to as the Golden Chain Highway, is the main north-south highway and route through Sonora, connecting Tuolumne to its neighboring counties. It is a two-lane rural highway that traverses rolling hills and some mountainous terrain with little to no shoulders in many locations.

It serves as the main street for many small historic downtowns along the western slope of the Sierra Nevada mountain range including Historic Downtown Sonora. The historic building fronts and limited right of way restrict the ability to widen the roadway to increase capacity for purposes of evacuation and emergency access or provide congestion relief and safety.



Minimal shoulders present access challenges along SR 49



Downtown Sonora

REGIONAL DESTINATIONS

SR 49 through Downtown Sonora serves heavy regional traffic including tourists and trucks. **Sonora has many** destinations that act as regional trip attractors, not just for Tuolumne County residents, but neighboring Calaveras County residents who come to Sonora for medical services, shopping, and education.

The historic downtown area is a destination with its civic center and government services, historic buildings and monuments, local shops and restaurants, high school, and residences.

SR 49 is not only the direct connection into downtown Sonora but, connects to the other regional designations on the north and south ends of town. North of town is Columbia State Park and Columbia College. South of the Greenley Road along Mono Way are several big-box chain retailers, shopping centers, restaurants, car dealerships, hotels that cater to tourists visiting Yosemite National Park, and the Black Oak Casino Resort, located in the community of Tuolumne south of SR 108. Sierra Pacific Industries maintains a timber processing plant in Standard. Recreational opportunities exist on SR 108 in the Sierra Nevada Mountains east of Sonora. The Dodge Ridge Ski Resort, Pinecrest Lake, Donnell Vista, and the Kennedy Meadows Resort are frequent outdoor destinations.

Greenley Road north of Mono Way has many healthcare destinations including the regional hospital which has an emergency response unit and medical offices near the intersection of Morning Star Drive and Greenley Road. Greenley Road also directly serves the Sonora Elementary School, Tuolumne County Library, US Forestry Department, senior living and apartment complexes, and regional retail shopping.

PROJECT HISTORY AND BACKGROUND

The Greenley Road Extension, also referred to as the North-South Connector, has been a project concept and need identified by the community for nearly five decades. As stated in the RFQ and supporting documents, **the Greenley Road Extension**, **has been included, in one form or another, in every Tuolumne County RTP since 1975 and has been a high-priority project in the RTP for several decades.** Aside from the RTP, the Greenley Road Extension has been identified in various planning studies and its benefits of providing congestion relief and evacuation access reinforced.

LATE 1980s

SECURING FUNDING

Tuolumne County, in cooperation with the City of Sonora, secured federal funding for the project and completed an Environmental Impact Report. After extensive public testimony, the Board of Supervisors voted to not go forward with the project and in doing so, directed staff to study additional alignments.

1987

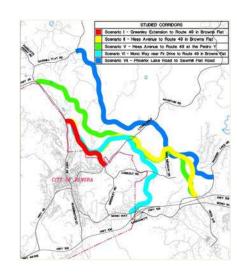
THE ADOPTED ALIGNMENT

The alignment extended the end of Greenley Road (near Morning Star) over the hill to reconnect with SR 49, near O'Hara Drive and Columbia Way. The new PID will assess the 1987 alignment as well as alternatives in the same area to achieve the highest benefit to the public.

1991

SUPPORT CONTINUES

The North-South Connector Project has remained on the list of regional improvements and in the subsequent RTPs with variances in priority. A number of studies have supported the project's validity and need.



2006

MARK THOMAS LEADS THE EFFORT

The County Public Works Department completed an alignment study of the North-South Corridor in 2006, led by Mark Thomas. The study looked at over 100 alternative alignments over a large geographic area. At the time, it was recommended that the Stage I Greenley Road alignment be further studied with more public outreach, direct consultation with property owners along the alignment, and completion of a Preliminary Environmental Scoping document. Greenley Road Extension was identified by both the County and City as one of four priority projects for the Regional Traffic Impact Fee Program.

2016

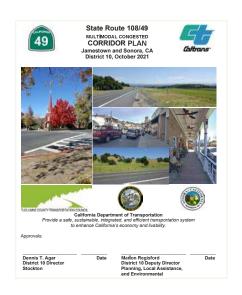
REGIONAL TRANSPORTATION PLAN

The 2016 Tuolumne County RTP included the North-South Connector—Greenley Road Extension Project as a Tier 1-C long-range project with a cost estimate of approximately \$23 million. The Regional Traffic Model shows a resulting reduction in traffic congestion on SR 49 (North Washington Street) in Downtown Sonora however, would add more traffic to Greenley Road.

2021

ADDITIONAL STUDIES AND CALTRANS COORDINATION

Caltrans District 10 completed the SR 108/49 Multimodal Congested Corridor Plan. This study determined that the long-awaited Greenley Road Extension project remains the most effective way to reduce traffic congestion in downtown Sonora. After studying both western and eastern alignments of a north-south bypass of Sonora, the Congested Corridor Plan recognized the Greenley Road Extension as the best means to addressing traffic congestion in Sonora.



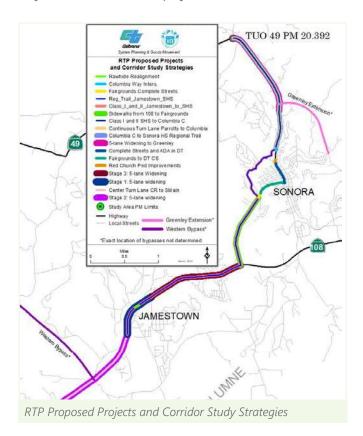
RECENT EFFORTS

Most recently, the Tuolumne County Evacuation Needs Assessment and Communication Strategies, completed in February of 2023, identified the need for alternative north-south route that bypasses downtown given the congestion and gridlock through downtown in various fire scenarios.

Experience with recent wildfire events and scenario modeling has proven SR 49 through Downtown Sonora gets congested and gridlocked as it is the only north-south route in, out, and through the community and is limited in capacity and parallel routes. The Washington Fire in August 2021 further highlighted the need for alternatives to avoid bottlenecking downtown. This was reinforced with the completion of the Evacuation Needs Assessment and Communication Strategies Study in 2023.

The project has since gained political and staff support to program funding for a project initiation document. In 2021, both the City and TCTC earmarked \$125,000 each (\$250,000 total) to study alternative alignments of Greenley Road Extension as recommended in the 2006 County study. Sonora City Council voted to re-establish the Greenley Road Extension as a Priority Regional Road Improvement Project and supported the TCTC to prioritize funding for the project

At a joint meeting of the Board of Supervisors and City Council on December 17, 2023, the Greenley Road Extension Project was discussed as a project of mutual interest.



In FY 2022/23, TCTC budgeted to advance the Greenley Road Extension Project. Recent public outreach efforts between December 2023 through 2024 included:

- » December 13, 2023 Board meeting
- » Published RFQ on website January 2024
- » Published notice in Union Democrat January 2024
- » Offered public comments via online form, email, and phone calls
- » Public comments at TAC meeting

This history and recent efforts serve as important background and context in moving the project forward and garnering consensus.

PROJECT BENEFITS

The Greenley Road Extension is not only a vehicle congestion and delay reduction strategy, the drop in volume with the bypass presents multimodal benefits for Downtown Sonora. By reducing traffic volume in Downtown Sonora, the strategy benefits pedestrians. Less vehicular congestion downtown lowers pedestrian level of stress.

Public feedback also indicated that the project could act as an emergency evacuation route during a forest fire. This is becoming more critical as instances of wildfires are growing due to extreme precipitation and extreme drought fueling fire conditions.

Based on projected modeling, the Greenley Road Extension would reduce congestion downtown, and would provide an alternative route around downtown for emergency vehicles. System Planning and the Office of Travel Forecasting examined the Greenley Extension's effects on the State Highway in a 2015 TransCAD model featuring a 1.1% annual household number growth rate from 2015 to 2040.

The project is included in TCTC's 2040 TransCAD model. With the Greenley Road Extension Project's build scenario, the model showed a reduction in congestion downtown after the project was completed. The future no-build projected model had a volume of 18,998 in downtown. The projected volume with the project featured a reduced volume of 16,432. The reduction was approximately 13–14% less through downtown than it was in the projected model without the project.

In addition to its benefits to emergency response vehicles and as a possible evacuation route in the event of a forest fire, the Greenley Road Extension strategy also has benefits for multimodal transportation in downtown Sonora. Specifically, the reduction in volume and vehicular congestion in downtown can lower pedestrian level of stress. Downtown Sonora is a popular location for pedestrian activity. Reduced volumes due to the extension can act as an enhancement for active transportation activities in the area.

PROJECT APPROACH

The Mark Thomas Team brings a breadth of experience and expertise in project initiation and feasibility studies, and helping agencies plan, fund, and deliver large and challenging infrastructure projects. Our multi-disciplined team is a perfect fit to help TCTC and its partner agencies advance the Greenley Road Extension Project concept, build consensus, and position the project for the next stages of project development and delivery.

Mark Thomas will leverage our prior experience working on projects in similar rural environments and coordinating with Caltrans. Our understanding of the unique constraints and challenges of designing a new roadway facility, garnering community support, and positioning projects for project delivery will allow our team to kick-off the project with ideas that are sensitive to the context and needs of the area.

KEY PROJECT ISSUES AND STRATEGIES FOR SUCCESS

We have identified the following key considerations to delivering a successful scoping document that addresses the current challenges of the project:

COMMUNITY AND POLITICAL SUPPORT

Building consensus on project purpose, need, and priority to move the project forward.

PROJECT SCOPING AND SCREENING ALTERNATIVES

The PID sets the foundation for the PA&ED phase. Refining alternatives will streamline the review and approval process through Caltrans.

RIGHT OF WAY AND ENVIRONMENTAL CONSTRAINTS

Identifying potential impacts early will help facilitate stakeholder and property owner coordination and evaluation and screening of alternatives.

IMPACTS TO EXISTING COMMUNITY, SENSITIVE POPULATIONS, AND DOWNTOWN SONORA

Expanding the typical PID project scope to include additional studies and early mitigation through project scoping.

POSITIONING FOR FUNDING AND DELIVERY

Developing a funding strategy and positioning the project to align and compete for funding and project delivery.

CALTRANS PROCESS AND REQUIREMENTS

Meeting the basic requirements of a Caltrans PID and necessary documentation to progress into PA&ED phase.

GARNERING COMMUNITY SUPPORT AND CONSENSUS

As discussed previously, the project has a long history of development and community involvement. While many previous efforts have demonstrated and documented the need and support, the project has had its controversies, which have stalled its development past the environmental phase. It is clear, and mostly not contested, that the project will provide many benefits as listed previously and has many project proponents. The most significant is its ability to serve as a critical alternate evacuation and emergency access route to downtown Sonora, particularly in the event of a wildfire which is a significant threat to the region and Sonora area.

This study process is an opportunity to bring forward all the previous studies and evaluate and address community concerns and issues on the project. Community outreach efforts will be tailored to reach various audiences and target populations including the general public, disadvantaged and vulnerable populations, interested stakeholders, Downtown Sonora businesses, directly impacted property owners, and existing Greenley Road residents and businesses.

Successful community outreach in this project will be measured by the ability to:

- » Confirm project goals, establish and build consensus on a purpose and need statement
- » Provide a forum and opportunity for public and stakeholder input and documenting how they were addressed (i.e., response to comments)
- » Increase public knowledge and understanding of the project
- » Result in support and reach consensus on how to move the project forward

STAKEHOLDER RELATIONSHIPS



Vince Mammano STAKEHOLDER ENGAGEMENT Amber Collins PROJECT MANAGER

Sam Sharvini PLANNING LEAD

KEY STAKEHOLDERS

Tuolumne Band of Me-Wuk Indians
Chicken Ranch Rancheria of Me-Wuk Indians
Impacted Property Owners/Residents
Sonora High School
Sonora Elementary School
Adventist Health
Fire Safe Council
Tuolumne Business Council
Sonora Chamber of Commerce

PROJECT PARTNERS

TCTC Tuolumne County City of Sonora Caltrans

STEERING COMMITTEE

Mayor of the City of Sonora
City Manager
City Community Development Director
County Supervisor
BOS District 1 Representative
County Public Works Director
County Community Development Director
County Administrative Staff
Caltrans Staff

COMMUNITY ENGAGEMENT

The project's success starts with a public outreach process that engages the entire community and actively involves agency and project stakeholders throughout the process. Mark Thomas will implement several strategies and platforms for the different target audiences and incorporate a mix of digital options and in-person opportunities. The strategies will be designed and implemented to optimize the potential for online input such as online surveys and effectively capture organic opportunities such as paper-based surveys and in-person feedback at meetings and outreach activities.

The engagement process will incorporate language and topics that better resonate with the community, avoiding complex technical language often used in public engagement and framing the discussion in terms of comfort, safety, and convenience. In addition, targeted one-on-one stakeholder outreach will be necessary to address critical issues and concerns such as impacts to particular property owners to develop tailored solutions.

The potential private property right of way and other environmental impacts, as well as cost of the project, serve as significant constraints and issues to be addressed with stakeholders and the community through this process.

Public outreach and coordination, specifically with property owners likely to be impacted by construction, will be crucial. It will be important to establish clear and consistent project messaging to ensure property owners understand expectations and project status.

In consultation with TCTC, Mark Thomas will develop a robust plan for interacting early with property owners in a way that will make sure they are collaborated with, not ignored, so their concerns are considered on the project.

A detailed response to comments and clear documentation will be critical to verifying their concerns were considered in the project, and resolving potential conflicts.

Our team proposes the following draft list of engagement activities; however, we are interested in refining our proposed engagement efforts based on discussions with TCTC and the Steering Committee as the project commences:

- » Project web page to share project information and updates, documents, and input opportunities
- » Public workshops (assume four workshops)
- » Tabling at established community events/festivals/social support facilities (assume five events)
- » One-on-one meetings with individual property owner and merchants along the corridor
- » Stakeholder focus group meetings or presentations at existing events
- » Project survey (online and hard copies)
- » Fact sheet and workshop flyers

SCOPING THE PROJECT AND DEVELOPING VIABLE ALTERNATIVES

The ability to evaluate different alternatives at a high level to eliminate multiple alternatives carries forward into the PA&ED phase. This helps streamline the revirconmental approvals and project delivery costs. Mark Thomas is a premier highway design firm with an unmatched ability to develop creative geometric concepts that consider multi-modal needs, including the connectivity and safety of bicyclists and pedestrians, as well as the driving public, emergency response, and evacuation.

In addition to our unique understanding of the Caltrans delivery process and their design standards, our expertise is in planning and final design of highway projects governed by Caltrans. As a result, we have developed strong working relationships with Caltrans Hadquarters, FHWA, and Caltrans D10 staff and are knowledgeable of the Caltrans HDM and the Caltrans Project Development Procedures Manual (PDPM).

Mark Thomas has planned and delivered over 35 Caltrans related projects in Caltrans District 10. We were the first consultant allowed to plan and design improvements to the State Highway System, with the US-101 Widening Project in Santa Clara County in 1986. Since then, we have planned and/or delivered more than 200 locally-sponsored projects on Caltrans facilities, totaling more than \$15 billion in improvements. **Our extensive experience within Caltrans District 10 and our geometric expertise puts us in a position to understand the key issues and work towards making sure the Greenley Road Extension Project is a success.**

The project will construct approximately 1.25 miles of a new collector road from Greenley Road to SR 49 near the Brown's Hat area and will include two new intersections at the north end of the project where it terminates at SR 49 and at the south end of the project where it connects and continues onto the existing Greenley Road at Lyon's Street. The project is intended to provide local residents with an alternative route that bypasses downtown Sonora.

The North-South Connector has been proposed in the past as a major collector by the County. The latest concept design of the connector is a two-lane facility, with one 12-foot lane in each direction, two 8-foot shoulders for pedestrians and cyclists, and room for bike lanes in each direction. Total roadway width of 40 feet with 36 feet of pavement, a design speed of 35 miles per hour, and a maximum grade of 10%. To further investigate the feasibility of the North-South Connector, the County authorized a study to identify and prioritize potential alignments. A feasibility Study for the North-South Connector Project was completed by the County in February 2006 that studied multiple potential alignments.

The Mark Thomas Team will develop alternative alignments and roadway cross-sections that bring forward the previous plans, including the 1987 alignment and 2006 feasibility study, and introduce additional alternatives that address community input, project purpose and need, environmental and right of way constraints, and other engineering and cost considerations. The potential need for structures, including pringes and turnels, will be evaluated for constructibility, cost, and environmental impact assessment. The proposed route(s) alignment(s) will consider viable alternative intersection locations along SR 49.

KEY DESIGN CONSIDERATIONS

Three to five alignments will be analyzed for cost, traffic impacts, environmental assessment, and ROW needs. Alternatives will also be evaluated for consistency with the CAPII, the California Transportation Commission's SB 1 Solution for Congested Corridors program, and other applicable State guidance. Project design will look to provide additional connectivity to adjacent roads, even if that connectivity is just for evacuation purposes.

CONNECTIONS TO SR 49

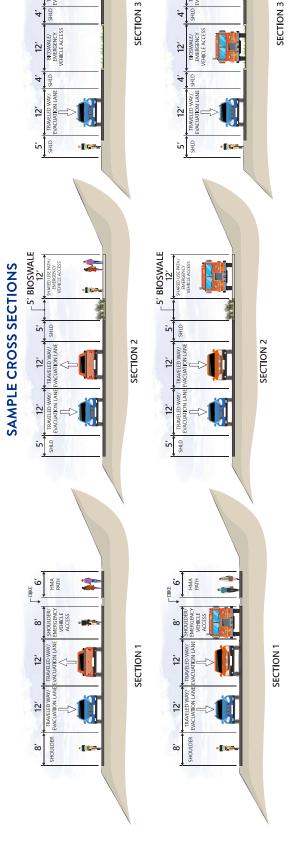
The Mark Thomas Team will evaluate multiple potential intersection locations for Greenley Road to connect with SR 49. The intersection will need to tie into SR 49 at roughly 90 degrees to meet Caltrans standards. "Squared-up" intersections enhance safety for all user When drivers have adequate sight distance, pedestrians and oxplists have shorter crossing distances. A skewed intersection exceeding 75 degrees would not meet Caltrans standards and need to be documented with Caltrans during the Project Approval & Environmental Document if proposed. Alignment alternatives that include existing driveways fronting Genelley Road near the SR intersection, or Goolsy spaced intersections, may have traffic operational considerations that may warrant looking at wo-way left-turn lanes or other treatments to enhance safety for all users near SR 49.

Depending on the alignment, the parallel frontage road of Columbia Way might be impacted by the Greenley Road alternative. Perpetuating circulation and access to properties on Columbia Way will be complex for those alternatives and could involve considering partial street closures, cul-de-sacs and rerouting of the existing street network. This connection will also need to consider intersection type and alignment with the City of Sonora's Vision Sonora plan and connection to the planned SR 49 Gold Rush trail.

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HMA PATH



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NORTH-SOUTH CONNECTOR STUDY, PROJECT INITIATION DOCUMENT Tuolumne County Transportation Council

DESIGN SPEED/SIGHT DISTANCE/PROFILE

The mountainous terrain northeast of Sonora will be a challenge and the design team may need to consider multiple design speeds across multiple alignments, potentially with lesser advisory speeds at spot location. As discussed elsewhere in the RFQ, 35 mph should be the minimum design speed considered based on County and AASHTO standards for a collector road.

Relatively short distance to climb the slope from the southern project conform to the existing peak roughly ½ mile north will translate into a profile with grades approaching the upper range of County/AASHTO standards at or exceeding 10%. AASHTO includes guidance to expect slowing of heavy vehicles when climbing this section of the profile, which may have traffic operational considerations. Assessing the benefit of a truck climbing lane could mitigate potential traffic operational issues. The climbing lane could also provide the dual benefit of emergency vehicle access during evacuations.

CONNECTIONS TO EXISTING STREET NETWORK

The southern project conform will tie into the existing Greenley Road/Lyons Bald Mountain Road intersection. The intersection looks to split the County/City line.Greenley Road alignments are anticipated to cross at least two County roadways (East Bald Mountain Road and Skyview Drive). Both roadways look to have minimal AADT and the Very, Very Low Volume Roadways, per AASHTO. Perpetuating these connections for the community, hearing safety or other infrastructure concerns they have, and addressing them while developing proposed alternatives will be critical to building local support.

RETAINING WALLS

Creating multiple profiles and cross-section alternatives to value engineer appropriate solutions through alignment alternatives, especially where steep side slopes may create large earthwork quantities will be evaluated. Weighing the benefit of earthwork and environmental impact footprint versus the cost and reduction in footprint of retaining walls will be evaluated. Retaining walls can be evaluated in both excavation and embankment scenarios. Retaining walls can have aesthetic opportunities to enhance the built environment with public-driven themes or aesthetics to try to better blend into the natural environment.

CREEK CROSSINGS

The Greenley Road crossing of Woods Creek is anticipated to be a bridge structure because the contributing watershed is large (more than 25 square miles per USGS Streamstats). Other drainage features shown on the Constraints Map on page 20 have much less contributing watershed areas and are anticipated to be minor drainage crossings like culverts that are not anticipated to have high-cost inputs to alternative selection.

MULTIMODAL CONNECTIVITY

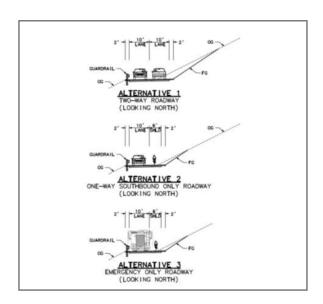
Greenley alternatives will consider options for how to tie into other plans for multimodal and streetscape improvements along SR 49 including the Gold Rush Trail and Vision Sonora. Communicating potential intersection treatments will be critical to get stakeholder input on enhanced active transportation elements that could bolster future grant applications.

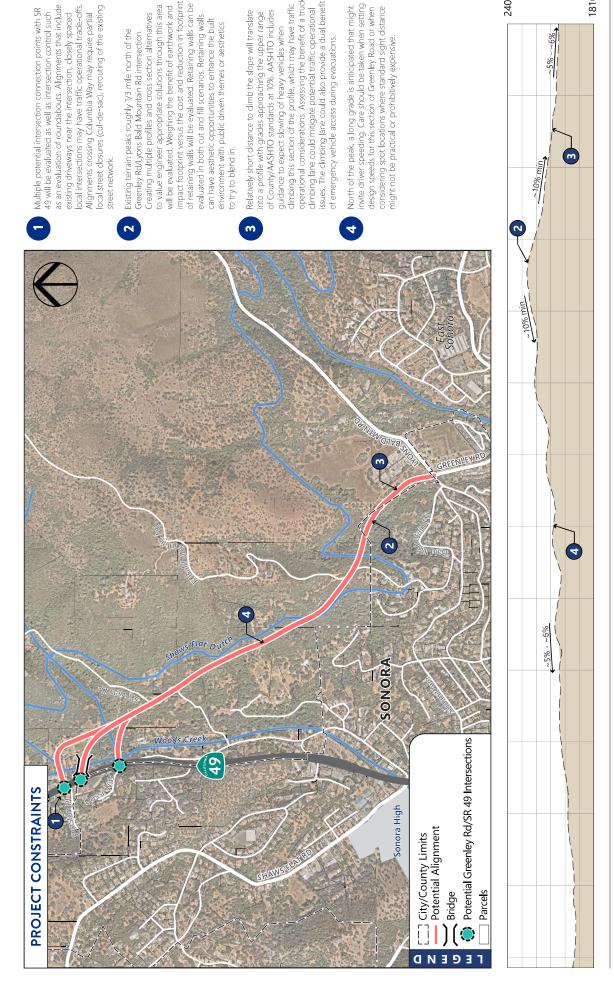
An existing paved pedestrian path exists along the west side of Greenley Road, south of the proposed tie-in at the Greenley Road/Lyons Bald Mountain Road Intersection. The southern leg of the intersection looks constrained with cemetery property fronting the east side of the existing Greenley Road. The Greenley Road extension can evaluate pedestrian and multimodal access and how to enhance active transportation facilities at the proposed intersection.

EVACUATION/EMERGENCY ACCESS FOR WILDFIRES

Given it is a key goal and critical outcome of the project, all design concepts and alternative alignments must accommodate emergency vehicle access and evacuation scenarios. Design solutions will consider evacuation scenarios and recommendations from the Tuolumne County Evacuation Needs Assessment and Communication Strategies report completed in 2023.

We will also draw on our experience with the Town of Paradise in post disaster recovery roadway improvements and developing multimodal solutions that prioritize and address wildfire evacuations and access. **Below are a few sample alternative cross sections created for the Town of Paradise.** The Fire Safe Council will be included in the consideration of alignments and design to incorporate measures in the right of way and adjacent land will enhance the road's effectiveness as a firebreak.





NORTH-SOUTH CONNECTOR STUDY, PROJECT INITIATION DOCUMENT Tuolumne County Transportation Council

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COST ESTIMATING

When it comes to the project cost, we use a cost-trending technique to analyze the project's construction cost. This allows us to adapt the estimate in real-time to the everchanging bidding environment and suggest cost-saving solutions if the total project cost increases. Accurate cost estimating is critical to applying for the appropriate amount of funding to make sure the City has adequate funds to construct the project.

We develop an accurate preliminary construction cost estimate by:

- » Having the experience to understand what elements are required for a successful project.
- » Spending the time to focus on big ticket items to develop accurate unit cost.
- » Using tools such as Oracle's Crystal Ball software that provide the best chance to capture cost trends in the marketplace.

EXPERIENCE

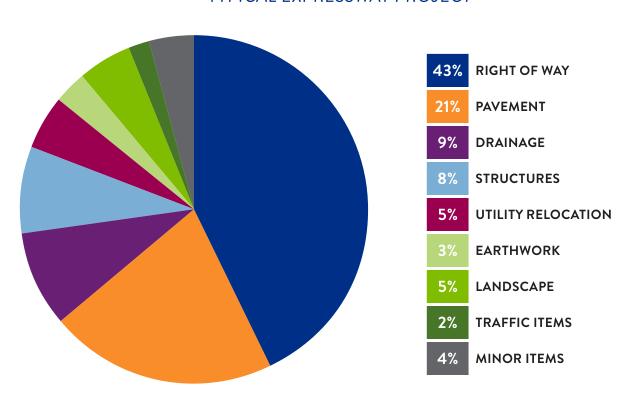
Through our many years of experience with linear corridor projects in the Central Valley, we understand what elements are included in a successful project.

BIG TICKET ITEMS

The cost breakdown of construction items of a typical expressway project are shown in the pie chart below. Of the project construction costs, 90% of the project cost is made up of six items. Our experience on past corridor projects has shown that the biggest 'bang for the buck' during value engineering occurs in these six areas. Mark Thomas will account for all items that would affect cost estimates. However, these top four items (plus right of way) have a significant impact on the project and need special attention. For example, 43% of the project cost is due to right of way and 21% is due to pavement costs. These two items will influence the project delivery strategy in addition to budget management.

PERCENTAGE OF PROJECT COST

TYPICAL EXPRESSWAY PROJECT



IDENTIFYING AND MITIGATING RIGHT OF WAY AND ENVIRONMENTAL CONSTRAINTS

The project is over one mile of new roadway that traverses private property, challenging terrain, and environmentally-sensitive areas. The project is required to comply with the requirements of the California Environmental Quality Act (CEQA) and the PID is the first step in determining the level of technical studies and permitting that will be needed during the next phase of the project.

LSA will prepare the Preliminary Environmental Assessment Report (PEAR) document that evaluates the proposed roadway improvements. The PEAR will consider one no-build alternative and three (3) distinct build alternatives. The PEAR will include a preliminary determination of the level of technical studies necessary during the Project Approval and Environmental Documentation (PA&ED) phase. The PEAR will follow the current Caltrans Volume 1, Chapter 5, and the PEAR form template (revised June 2020) and will discuss all CEQA topics to satisfy TCTC's Environmental Scoping Plan process.

As part of the PEAR process, LSA will evaluate

- » Land Use
- » Growth
- » Farmlands/Timberlands
- » Community Impacts
- » Visual/Aesthetics
- » Cultural Resources
- » Hydrology/Floodplains
- » Water Quality/ Stormwater Runoff
- » Geo/Soils/Seismic/Topo

- » Paleontology
- » Hazardous Waste/ Materials
- » Air Quality
- » Noise/Vibration
- » Energy
- » Climate Change
- » Biological Resources
- » Cumulative Impacts
- » Context Sensitive Solutions

Historical preservation is a leading concern for project feasibility in the Study Area, as Sonora has over 150 years of mining and frontier heritage requiring preservation. Transportation improvements in the area will require planning which incorporates community support and sensitivity of community heritage.

The Study Area also features sensitive Native American heritage and assets. The federally recognized Chicken Ranch Rancheria of Me-Wuk Indians is located adjacent to the Corridor Study Area near Chicken Ranch Road and close to Montezuma Junction. Decisions regarding improvements to transportation infrastructure require collaboration with Native Americans.

Indigenous to California, the Chicken Ranch Rancheria of Me-Wuk Indians belong to the Central Sierra Miwok division of the Plains and Sierra Miwok. The Miwok are known for their skilled basketry traditions. The language of the Me-Wuk Indians is Central Sierra Miwok, a language classified in the endangered Utian linguistic group.

MITIGATION FOR CLIMATE CHANGE

The effects of global warming/climate change are already evident in California. Global anthropomorphic-caused carbon emissions have contributed to excessive summer temperatures, extreme weather events, drought, and forest fires, all of which are concerns in the Sierra Nevada Mother Lode. Climate change intensifies summer drought conditions, raising the risk of ground water depletion and wildfires. Forested areas suffering from drought risk health degradation to trees and greater vulnerability to disease and infestation. Bark beetle infestation poses a challenge to forest management, particularly to higher elevations with yellow pine populations. The corridor is located in areas of oak woodlands, which also need preservation.

Winters in California can bring excessive rain events, increasing the number of hazardous events in valley and foothill communities. District 10 Maintenance in 2018 identified locations on SR 49 between postmile 17.1 and 17.3 that are at risk of slides due to continuous rain. Maintenance also noted that locations on SR 49 at postmile 22.8 and 25.4 between Parrott's Ferry Road and the Calaveras County line are at risk of slides and flooding during rain events. Woods Creek, according to data from 2012 and 2013 Transportation Concept Reports, has a 100-year flood risk. Agencies at all levels of government need to be prepared to mitigate the impacts of flooding on infrastructure and local economies.

Rain in mountainous and hilly areas also brings the possibility of mudslides that close highway access. Mudslides that shut down highways have been a recurring phenomenon in Mother Lode counties over the last several years. The project should take mudslide risk into account.

The SR 108/49 Corridor study identified the following potential impacts for projects located in the area.

IMPACTED ITEMS	DEGREE OF IMPACT
Flood Plain	100-year at creeks
Wetlands	Moderate to High
Special Status Species	Moderate to High
Cultural Resources	Moderate to High
Leaking Underground Tanks	Various
Possible Hazardous Waste	Moderate to High: Aerially Deposited Lead, Naturally Occurring Asbestos (NOA), hydrocarbons
	Mining waste: audits and tunnels beneath highway near Episcopal Church, as well as former mines at Harvard Mine, near Woods Creek, and along Table Mountain

UNDERSTANDING IMPACTS TO EXISTING COMMUNITIES, SENSITIVE POPULATIONS, AND DOWNTOWN SONORA

The purpose of the project is to bypass Downtown Sonora and provide an alternative route to key destinations in the city for residents and travelers, and for emergency access and evacuations. The traffic being diverted from one area to another is a concern of the existing residential and business community who may be directly impacted by that change. Initial public outreach saw concern in the area relating to safety, congestion levels, and travel time. This project will pay particular attention to studying and vetting these impacts through additional analyses for traffic, environmental and air quality, and economic impacts. The project includes improvements along the existing Greenley Road corridor to address these potential impacts.

Mark Thomas is partnering with Bay Area Economics (BAE) and Wood Rodgers to conduct special studies to better understand, evaluate, and address economic and traffic impacts to the existing communities and downtown Sonora. BAE will develop an Economic Impact Analysis that will include an analysis of existing economic conditions, interviews with knowledgeable local area representatives, case study research and analysis, and a report of findings.

Wood Rodgers will prepare a traffic study to analyze and compare three to five project alignment alternatives. The Traffic Study will meet all Caltrans requirements for a Traffic Engineering Performance Assessment (TEPA) and Traffic Operations Analysis Report (TOAR). The Traffic Study will also analyze and address public concerns regarding the project and provide performance measures to rank the alternatives.

The traffic study will look at a number of relevant intersections with focus given to the possible locations of the terminus of the Greenley Road Extension on SR 49. Additionally, concerns over impacts to safety in and around schools (Sonora High School and Sonora Elementary) impacted by the proposed alignments and mitigation measures should be included as well. This study should also provide the average daily traffic volumes for Washington Street, Greenley Road and Greenley Road Extension, Stewart Street, Lyon's Bald Mountain Road, Mono Way, Stockton Street, and Jamestown Road in the past, current, and future estimates.

POSITIONING PROJECT FOR FUNDING AND IMPLEMENTATION

Large transportation infrastructure projects can be challenging to fund, particularly for rural regions with limited local and regional funding, and competing needs and priorities. Federal and state policies, such as reducing VMT and investments in disadvantaged communities, can make it even more challenging for rural projects to compete. It is important to understand these policies and trends as well as the various programs to develop realistic and effective funding strategies.

Mark Thomas will work with TCTC at the beginning of the project to identify potential future funding sources, opportunities, and strategies to best align and position the project for funding. The current PID phase is being funded through a combination of local and regional funding from the City, County, and TCTC. Funding for future phases of the project have not been secured and are anticipated to be funded through a combination of local, regional, state, and potentially federal, funding.

Our approach to developing a project funding strategy for the Greenley Road Extension Project includes more than just a list of potential funding sources, it includes a comprehensive approach to position the project for ultimate delivery.

FUNDING EXPERIENCE

Being in the concept development stage presents a prime opportunity to scope the project to better align with state and federal priorities for funding. Mark Thomas has worked successfully with agencies in California to develop and execute funding strategies.

The Mark Thomas Team includes dedicated funding and grant experts that have been successful in securing over \$1.4 billion in transportation funding for our clients and thoroughly understand state and federal funding program requirements, data needs, and how to be competitive. Our funding team works hand-in-hand with our planning and engineering teams to develop projects, from their inception at the concept level through design, to best align a project for funding.

The project is included as a Tier 1-C long-range capital improvement project (15–25 years) in the 2016 RTP with an estimated cost of around \$20 million. The project is also included as an eligible project in the County's traffic impact fee programs. Local and regional sources will not be sufficient to fully fund the project through construction and therefore these sources will need to be leveraged, and the project will need to compete for state and federal funding.

In partnership with TCTC, County, and City, Caltrans District 10 developed the SR 49 Congested Corridor Plan, and identification of Greenley Road Extension as a prerequisite to receiving funding through the very competitive SB 1 Solutions for Congested Corridors program (SCCP). The SCCP program will only fund construction costs and therefore, other sources will need to be identified to cover environmental (PA&ED), design (PS&E), and right of way (ROW).

POTENTIAL FUNDING SOURCES

- » Local Partnership Program (LPP)
- » Solutions for Congested Corridors Program (SCCP)
- » Active Transportation Program (ATP)
- » Local Transportation Climate Adaptation Program (LTCAP)
- » State Transportation Improvement Program (STIP)
- » Highway Safety Improvement Program (HSIP)
- » State Highway Operation and Protection Program (SHOPP)
- » Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
- » Multimodal Project Discretionary Grant programs
- » Safe Streets and Roads for All (SS4A)
- » Reconnecting Communities and Neighborhoods (RCN)
- Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Program (PROTECT)
- » Transit and Intercity Rail Capital Program (TIRCP)

FUNDING PROGRAM COMPETITIVENESS WITH CAPTI ALIGNMENT METRICS AND ANALYSIS

Mark Thomas is currently working with several clients, including the Riverside County Transportation Commission (RCTC), on evaluating large regional projects for alignment with CAPTI and funding program competitiveness. This team is a part of the proposed team for the project and will work with TCTC on developing strategies and solutions to align and position the project for funding.

Project phasing will create smaller more manageable projects. There will be more competitive bids resulting in lower construction prices.

HOW WE HELP

The Mark Thomas Team can support TCTC in the following ways:

- » Evaluate and incorporate project design elements to align with policy priorities, including CAPTI
- » Develop documentation necessary to compete for CSIS and other likely funding programs
- » Strategize on how to maximize the limited local and regional funding for match and leveraging
- » Identify and develop potential project phasing
- » Consider capitalizing or bundling with other improvements/projects
- » Establish consistent project messaging and develop project fact sheets

CAPTI METRICS

SAFETY

Prioritize projects with demonstrated safety impacts in areas with high safety needs.

VEHICLE MILES TRAVELED

Prioritize projects that reduce VMT.

ACCESSIBILITY

Weighted percent change in overall accessible destinations (work & non-work) across four modes (auto, transit, bike, ped) that are "reachable" within a time threshold of two hours.

DAC - ACCESS TO JOBS AND DESTINATIONS

Project's ability to provide transportation access to economic opportunities and other destinations to the underrepresented and disadvantaged communities.

DAC - TRAFFIC IMPACTS

Project's potential to place new or exacerbating existing burdens on disadvantaged communities, in the form of additional traffic.

PASSENGER MODE SHIFT

Change in accessibility by non-auto modes as compared to auto.

LAND USE AND NATURAL AND WORKING LANDS

Prioritizing transportation that supports infill and prevents conversion of natural or undeveloped lands

FREIGHT SUSTAINABILITY AND EFFICIENCY

Projects that primarily deliver multi-modal and clean freight improvements. Projects in areas with the most congested freight corridors.

ZERO ELECTRIC VEHICLE INFRASTRUCTURE

Extent of zero-emission infrastructure investments in a project.

PUBLIC ENGAGEMENT

Quality and effectiveness of the engagement activities that are adequate and appropriate for the project, and over and above the standard public scoping and meeting requirements under the environmental review process.

CLIMATE ADAPTATION AND RESILIENCY

Project proposes to address identified climate stressors and risks within the project limits and incorporate adaptation strategies and measures to increase the resiliency of at-risk transportation infrastructure to current or projected climate stressors.

CALTRANS PROCESS AND MEETING BASIC PID REQUIREMENTS

Mark Thomas brings unmatched expertise to the TCTC for the development of the proposed design improvements for Greenley Road. Specifically, we provide the TCTC with our depth of experience in working with Caltrans and innovative interchange experience. A record of excellence that has been developed through direct contracts with the State, and through projects sponsored by a host of public agencies, such as, cities, counties, and transportation authorities. As such, we have expert knowledge of the PID, PA&ED, and PS&E requirements established by Caltrans and supplemented by conditions dictated by local, state and federal funds.

Our projects have allowed us to develop relationships not only with the respective functional units within Caltrans District Offices throughout the State, but also with the staff at federal agencies (FHWA, ACOE, FWS) and state agencies (DFW, DGS, CDR, and CDE). Through our long history of completing projects within Caltrans D10 and the surrounding areas, we are familiar with the requirements of delivering projects on Caltrans facilities. **This experience puts us in a position to understand the key issues and to work towards making sure the project is a success.**

Mark Thomas will hold a pre-PID meeting with Caltrans to introduce the project team, review the project limits, project elements, and confirm the project schedule and review times. This is a valuable meeting that forms the Project Development Team (PDT) that will be responsible for the timely delivery of the Project Study Report-Project Development Support (PSR-PDS).

The purpose of the PID phase is to set the scope for the next phases of the project by receiving consensus on the purpose and need statement, developing a schedule for the future project phases, obtaining approval to move into PA&ED, and creating an accurate estimate to program future project costs. Completing the PID document will make the TCTC competitive for grant funding for PA&ED and construction.

WORKING WITH THE CALTRANS PROJECT DEVELOPMENT PROCESS

Per Appendix S of the Project Development Procedures Manual (PDPM), the following items will be required to complete this phase of work:

- » Purpose and Need for the project.
- » Background and project history.
- » Discussion and analysis of the alternatives (including project costs) that satisfy project need and purpose, including a Minimum Project Alternative. Project costs shall include environmental clearance and permitting, PS&E, right of way acquisition, construction, and construction management.
- » System planning, including coordination and consistency with statewide, regional, and local planning.
- » Identification of environmental resources, potential environmental issues, anticipated level of the environmental document, and permitting costs.
- » Description of potential hazardous materials/waste problems, potential mitigation or avoidance, and mitigation costs.
- » Identification of sources of funding, project funding eligibility, and potential programming.
- » Discussion of the implementation and the tentative delivery schedule with significant milestones.
- » Supporting documents including maps, structures studies, traffic studies, and cost estimates.

California Department of Transportation

Project Development Procedures Manual

Continuously Revised and Published on the World Wide Web



STATE OF CALIFORNIA Department of Transportation Division of Design

PURPOSE AND NEED

Mark Thomas will distribute a draft Purpose and Need (P&N) statement at the kick-off meeting and will seek Caltrans functional unit concurrence on the P&N as a first step. It is critical to gain Caltrans buy-off on the P&N early in the process to define the project scope. If needed, a P&N Focus Meeting will be held to come to consensus with the Project Development Team (PDT).

ALTERNATIVES

We will develop and refine alternatives. As part of the PSR-PDS documentation, Mark Thomas will prepare the PID-level project description. The developed alternatives will satisfy the project purpose and need, be cost effective, and avoid or minimize environmental and right-of-way impacts.

TRAFFIC ENGINEERING PERFORMANCE ASSESSMENT (TEPA)

The intent of the traffic analysis in a PSR is to produce findings and estimates related to the operational and safety performance of existing and proposed highway infrastructure. The preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis.

In the TEPA, Wood Rodgers will identify major performance deficiencies within, and adjacent to, the project limits, determine scope and magnitude of traffic analysis study that will be performed during PA&ED, and verify that proposed alternatives will satisfy the purpose and need. The traffic analysis results will be presented as part of the TEPA and will be reviewed and approved by the PDT including Caltrans, and will ultimately be incorporated into the PSR document.

INTERSECTION CONTROL EVALUATION (ICE)

Per Caltrans Traffic Operations Policy Directive 13-02, the ICE must be evaluated as part of the traffic study. Caltrans will require the evaluation of alternative intersection controls such as roundabouts where the project intersects SR 49. Part of the PSR-PDS will evaluate different intersection locations and intersection control configurations and potentially eliminate them from consideration during this stage. Screening alternatives early will allow us to streamline the TEPA, subsequent engineering, and environmental technical studies in PA&ED. This task includes the objective evaluation and comparison of implementing signal and roundabout intersection control.

PRELIMINARY ENVIRONMENTAL ASSESSMENT REPORT (PEAR)

It is crucial to understand the environmental constraints within in the project area and to have familiarity with the Caltrans environmental process. The PEAR will identify and discuss potential impacts, identify environmental studies needed in PA&ED, and make a recommendation of required environmental documentation. Since the project will include roadway excavation, demolition, and modifications at the existing overcrossings, an Initial Site Assessment will also be prepared.

STORMWATER DATA REPORT

A PID-level stormwater data report will be prepared to identify potential stormwater quality issues and to summarize key stormwater quality elements.

RIGHT OF WAY AND UTILITIES

A summary of right of way impacts for each alternative will be developed. A summary of existing utilities will be prepared, and potential utility relocations will also be identified. Early identification of utility impacts will be critical in subsequent phases of the project. It will be critical to identify prior rights and utility owner liability to develop accurate project cost estimates.

RISK REGISTER

Mark Thomas will develop a risk register to be included in the attachments of the PSR-PDS. The team will review potential high-risk issues that could impact quality, scope, cost, or schedule.

ESTIMATE

One of the key elements of the PID phase is developing an accurate cost estimate. The estimating will not only include creating a project construction cost estimate but will also include developing a support cost estimate for efforts needed to complete all other phases of the project (PA&ED, design, and construction). Establishing a precise cost estimate will set the project up for success for the future project phases.

MANAGEMENT APPROACH

PROJECT ADMINISTRATION

As project manager, Amber Collins will coordinate all operations with TCTC and other agencies as needed, including but not limited to, tracking progress of the work and administering subcontracts. She will provide overall project management, coordination, and supervision of project staff to facilitate project delivery.

Mark Thomas will manage the project team, which includes Mark Thomas, Wood Rodgers, LSA, Monument, and BAE Urban Economics. Amber will plan, organize, direct, and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task will include managing the team, coordinating with TCTC and the Steering Committee, and includes preparing contract paperwork, memos, letters and emails, making phone calls and maintaining project files. This activity commences with receiving the Notice To Proceed (NTP), continues through submittal of the key final project deliverables, and concludes when the project's PSR-PDS is signed.

PUBLIC INFORMATION COORDINATION

The Mark Thomas Team will assist the TCTC with responding to public inquiries (letters and emails), prepare a fact sheet with basic information containing the project vicinity map, project description, purpose/need, project estimates, issues, and project contact information.

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 required plan checks (who, what, when), design checklists, and methods of project documentation. Mark Thomas will use their Quality Assurance/Quality Control (QA/QC) manual as a guide to ensure the highest engineering quality possible.

MANAGING RISK

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

BUDGET MANAGEMENT

Budget and cost management is a key element in delivering a successful project. We are able to control our design costs by laying out a detailed list of project tasks and allocating specific staff hours and budgets to each task, allowing the project manager to quickly and easily address any potential cost issues.

We also use regular project meetings as a part of the management approach. By holding regularly scheduled meetings we are able to keep our clients and other local jurisdictions fully invested in the project and keeping them informed of any design issues, project progress, and other items that are of concern or need attention. Critical Path Method (CPM) scheduling is another vital piece of the Mark Thomas management plan. Identifying critical path items in the schedule helps keep everyone focused and allows all members of the team to see where they fit into the overall project path.

CRITICAL PATH SCHEDULE MANAGEMENT

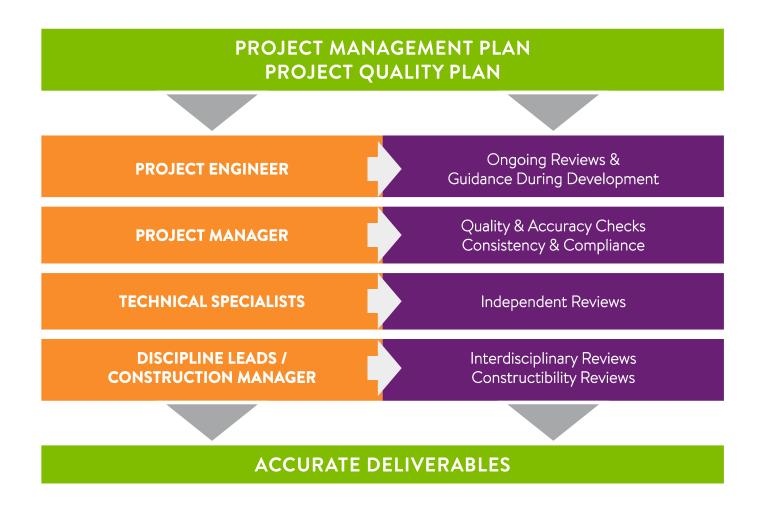
Amber will develop a detailed CPM project schedule to break down tasks into a logical sequence of activities. Key milestone activities, such as deliverable dates, will be incorporated with appropriate agency review times. Once approved by TCTC, Amber will distribute the baseline project schedule to the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

MARK THOMAS QUALITY ASSURANCE AND QUALITY CONTROL PROGRAM

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

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

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



PROJECT SCHEDULE

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

A typical PID document takes approximately ten months, however, given the additional studies and level of outreach required for this project, we are proposing an 18- month schedule to allow for adequate public input and one-on-one stakeholder outreach. The proposed project schedule is dependent upon contract award and assumes the contract will be awarded by November with a potential kick-off in December 2024.

deviation	s from the schedule as changes occur.	20	24		20	25		20	26
TASK	DESCRIPTION	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
1	PROJECT MANAGEMENT AND COORDINATION								
2	ENGINEERING ANALYSIS AND ALTERNATIVES								
3	RIGHT OF WAY NEEDS								
4	TRAFFIC STUDY								
5	CONSULTATION WITH PROPERTY OWNERS								
6	PUBLIC OUTREACH								
7	ECONOMIC IMPACT ANALYSIS								
8	ENVIRONMENTAL ASSESSMENT								
9	UPDATED COST ESTIMATE, SCHEDULE, AND FINANCING PLAN								

SCOPE OF WORK

TASK 1 PROJECT KICK-OFF, STEERING COMMITTEE, AND COORDINATION

Mark Thomas will manage the project team, which includes Mark Thomas, Wood Rodgers, LSA, BAE, and Monument ROW. 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 will include managing the team, coordinating with TCTC and the Steering Committee, and includes preparing contract paperwork, memos, letters and emails, making phone calls and maintaining project files. This activity commences with receiving the Notice-To-Proceed, continues through submittal of the key final project deliverables, and concludes when the project's Project Study Report-Project Development Support (PSR-PDS) is signed.

Mark Thomas will facilitate a kick-off meeting with TCTC and the Steering Committee. Members of the Steering Committee may include, but are not limited to, the Mayor of the City of Sonora, City Manager, City Community Development Director, BOS District 1 Representative, County Public Works Director, County Community Development Director, and other County Administrative staff or Caltrans staff as needed. The purpose of the meeting will be to discuss project expectations, project activities, schedule, and solidify roles and responsibilities. Mark Thomas will also provide the TCTC with monthly reports and coordinate bi-monthly Steering Committee meetings. Data collection will be completed in coordination with TCTC staff and the Steering Committee to ensure relevant material is obtained.

TASK 1.1 PROJECT KICK-OFF **TASK 1.2** STEERING COMMITTEE MEETINGS **TASK 1.3** PROJECT COORDINATION AND **MONTHLY REPORTS**

DELIVERABLES

- » Meeting agenda and minutes
- » Bi-monthly Steering Committee meetings
- Monthly PDT meetings; project team management, schedule, monthly invoices, and progress reports

TASK 2 **ENGINEERING ANALYSIS OF ALTERNATIVE ALIGNMENTS**

Mark Thomas will perform a PSR-level engineering analysis for the project. Mark Thomas will develop conceptual design plans for the viable build alternatives and present

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

This task will include a review and summary of past efforts and future planned efforts, inclusive of the county's 2006 study and alignments considered in the 1980s. Alignments identified in the past will be reviewed for system connectivity, consistency with project goals and cost benefit. The impact to Vehicle Miles Traveled (VMT), emergency evacuations, and emissions of alignments in the 2016 Regional Transportation Plan will be discussed to inform the progression of the Project.

In addition to the Greenley Road 1987 alignment, additional alignments addressing input from the public and project management team will be considered in the PID as appropriate. The potential need for tunnels and bridges will be studied for constructibility, cost, and environmental impact assessment. The proposed route(s) will consider viable alternative intersection locations along SR 49. Three to five alignments will be analyzed for cost, traffic impacts, environmental assessment, and ROW needs. Alternatives will be evaluated for consistency with the Climate Action Plan for Transportation Infrastructure (CAPTI), Congested Corridor Program, and other applicable State guidance. Project design will look to provide connectivity to adjacent roads.

BACKGROUND RESEARCH AND DATA TASK 2.1 COLLECTION **TASK 2.2 DEVELOP PURPOSE AND NEED TASK 2.3 IDENTIFY DESIGN ALTERNATIVES**

DELIVERABLES

- » Summary of past and future planned efforts
- » Draft and final purpose and need statement for review and approval by City and County
- » Geometric layouts
- Typical cross sections per alternative
- Cost estimates
- » Evaluation documentation form

TASK 3 RIGHT OF WAY NEEDS

During the preliminary planning phase, Monument will work in collaboration with the team to assist in analyzing the right-of-way requirements and provide input that result in minimizing property impacts and right-of-way capital cost.

- » Review and analyze proposed plans and determine potential right-of-way acquisition requirements.
- » Take an inventory of the affected properties.
- » Using public Assessor's Roll information, investigate the ownership, lot size, and building size of each affected property.
- » Develop a rough order of magnitude on high profile parcels for consideration of potential design alternatives to minimize property impacts.
- » Provide input on potential solutions to mitigate impacts to private property and affected business and residential occupants.

Once the needs are defined, Monument will prepare a preliminary ROW budget, create a schedule to acquire the property, and determine the process to acquire any new rights. The process for acquiring rights will outline the steps for both a private acquisition and any acquisitions from a public agency.

In a confidential document, the impact to mining claims in the area shall be studied.

TASK 3.1	PROPERTIES
TASK 3.2	VISUAL INSPECTION OF EACH PROPERTY
TASK 3.3	PREPARE ESTIMATE
TASK 3.4	RIGHT OF WAY COST ESTIMATE AND DATA SHEET

DELIVERABLES

- Alternative analysis for ROW impacts (up to 3 alternatives)
- » Preliminary ROW budget for up to 3 alternatives, includes impacts to up to 30 total parcels and 4 land uses.

TASK 4 TRAFFIC STUDY

Wood Rodgers will prepare a Traffic Study to analyze and compare three to five project alignment alternatives. The Traffic Study will meet all Caltrans requirements for a Traffic Engineering Performance Assessment (TEPA) and Traffic Operations Analysis Report (TOAR). The Traffic Study will also analyze and address public concerns regarding the project and provide performance measures to rank the alternatives. Study scenarios and study facilities to include existing, opening year, opening year plus project, design year, and design year plus project.

The results of the prior tasks will be summarized in order to create performance measures for the project alternatives, which could potentially include ADT, Truck Volumes, VMT, Travel time, Person hours travel, Average speed, Person hours delay. Performance measures will be used to compare alternatives and as inputs for environmental analyses.

Study intersections are anticipated to include

- » SR 49 & Greenley Road Extension (potentially multiple locations)
- » SR 49 & Shaws Flat Road/Columbia Way
- » SR 49 & W School Street
- » SR 49/S Washington St & SR49/W Stockton Street
- » S Washington Street & Restano Way
- » Greenley Road & Lyons Bald Mountain Road
- » Greenley Road & Morning Star Drive/Cabezut Road
- » Greenley Road & Sonora Elementary School Driveway
- » Greenley Road & Delnero Drive
- » Greenley Road & Mono Way

Study roadways are anticipated to include:

- » Washington Street
- » Greenley Road
- » Greenly Road Extension
- » Stewart Street
- » Lyon's Bald Mountain Road
- » Mono Way
- » Stockton Street
- » Jamestown Road

TRAFFIC VOLUMES

Historical traffic counts for study roadways and intersections will be compiled from the Tuolumne County Regional 2024 Transportation Plan (RTP) Update and associated traffic study prepared by Wood Rodgers, as well as other recent studies. Wood Rodgers will collect new typical weekday AM and PM peak hour counts at the study intersections and average daily traffic (ADT) counts at the study roadways. Project Opening Year forecasts will be prepared using lists of planned developments in the study area, including the planned low-income development on Greenley Road which Wood Rodgers prepared the Traffic Study for in 2021. Project Design Year Traffic Volumes will be prepared using the latest version of the Tuolumne County Regional Travel Demand Model (RTDM) which Wood Rodgers updated as part of the 2024 RTP Update.

The latest Tuolumne County RTDM developed by Wood Rodgers for the 2024 RTP Update includes many of the Greenly Road Extension alternative alignments as

constrained and unconstrained improvements. Wood Rodgers will utilize the RTDM and our experience in the area to quickly produce calibrated with-project traffic volumes for study area facilities. Rerouted traffic volumes due to the project will be presented via an exhibit.

SAFETY

Wood Rodgers will compile the latest five years of Caltrans Traffic Accident Surveillance and Analysis System (TASAS) and Statewide Integrated Traffic Records System (SWITRS) for the study area. Collision data will be summarized, trends will be identified, and safety countermeasures will be recommended. Particular attention will be paid to the areas around Sonora High School and Sonora Elementary School.

LOS

A Level of Service (LOS) and delay analysis will quantify the project alternative effects on congestion through both Downtown Sonora and the Greenley Road corridor. In addition, intersection analysis will provide the ability to calculate travel times with much higher accuracy as discussed in the next task. Wood Rodgers will leverage the 2024 RTP Update Synchro Model, which contains overlap with the project study area, to efficiently prepare a Highway Capacity Manual (HCM) based LOS, delay, and queuing analysis of the study intersections without and with the project alternatives. The study roadways will be analyzed following the TCTC Generalized ADT LOS Lookup Table methodology under all alternatives and scenarios.

TRAVEL TIMES

Wood Rodgers will use a combination of the Tuolumne County RTDM and the study area Synchro model prepared for the LOS analysis to create detailed and accurate travel time comparisons of the project alternatives. The RTDM will be used for general roadway travel time estimates, and then the relevant intersection delays from the Synchro model for each scenario will be added in order to estimate true congested travel times including control delays. The existing conditions travel times in Downtown Sonora may be calibrated against field travel time measurements to ensure this methodology produces accurate results.

Travel times will be estimated for the following routes for all scenarios:

- » SR 49/Parrotts Ferry Road Intersection to Mono Way Intersection
- » Mono Way Intersection to SR 49/Parrotts Ferry Road Intersection
- » SR 49/Parrotts Ferry Road Intersection to Sonora Hospital

VMT

Wood Rodgers will build upon the RTDM and California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions based Vehicle Miles Traveled (VMT) analysis prepared for the 2024 RTP Update to quantify the effects of the project alternatives on VMT. Net Change in Study area VMT will be estimated for all project alternatives. Without project study area VMT will also be analyzed.

TRUCKS

The existing Greenley road is not set up to accommodate large semi-trucks and the proposed extension is not expected to accommodate trucks either. The SR 49 Congested Corridor Plan and the 2016 Regional Transportation Plan calls for goods movement routes to be focused West of Sonora. Traffic studies will consider design features and regulations that would discourage semi-trucks on Greenley and downtown Sonora. This will reduce impacts from emissions to nearby schools and disadvantaged neighborhoods adjacent to the route.

The Traffic Study will prepare a list of recommendations for federal, state, and County approved traffic calming style countermeasures to discourage semi-trucks on Greenley Road and through Downtown Sonora. Percent truck traffic estimates will also be provided for use in the environmental analyses. It should be noted that Wood Rodgers completed a planning-level evaluation of two potential westerly truck bypass options on Rawhide Road and Jamestown Road as part of the RTP Update.

PERFORMANCE MEASURES

The results of the prior tasks will be summarized in order to create performance measures for the project alternatives, which could potentially include:

» ADT

- » Person hours travel
- » Truck Volumes
- » Average speed

» VMT

- » Person hours delay
- » Travel time

Performance measures will be used to compare alternatives and as inputs for environmental analyses.

TASK 4.1	ASSUMPTIONS AND METHODOLOGY
TASK 4.2	ANALYZE TRAFFIC OPERATIONS FOR EXISTING CONDITIONS
TASK 4.3	FORECAST TRAVEL DEMAND VOLUME
TASK 4.4	ALTERNATIVE DEVELOPMENT, ANALYSIS, AND REFINEMENT

TASK 4.5 PERFORMANCE MEASURE DEVELOPMENT AND ANALYSIS

TASK 4.6 TRAFFIC ENGINEERING
PERFORMANCE ASSESSMENT (TEPA)

DELIVERABLES

- » Approach and methodology memo
- » TEPA
- » TOAR
- » Performance measures analysis memo

TASK 5 CONSULTATION WITH PROPERTY OWNERS

Targeted outreach and early coordination with property owners likely to be impacted by the Project, and ultimately construction, is critical to the project's success. In consultation with TCTC, Mark Thomas will develop a robust plan for interacting early with property owners in a way that will ensure they are collaborated with and their concerns are considered in the development of Project alternatives and design concepts. Detailed documentation of outreach, communications, and a response to comments will be developed and provided to TCTC.

TASK 5.1 DEVELOP PROPERTY
OWNER ENGAGEMENT AND
COMMUNICATIONS PLAN

TASK 5.2 PROJECT FACT SHEETS AND MATERIALS

TASK 5.3 ONE-ON-ONE AND GROUP MEETINGS

TASK 5.4 RESPONSE TO COMMENTS

DELIVERABLES

- » Property owner engagement plan
- » Project fact sheets
- » Meeting materials and minutes
- » Response to comments and documentation of communications

TASK 6 PUBLIC OUTREACH

Mark Thomas will lead and develop a comprehensive public outreach effort for the project that meets the requirements of legislation and is approved by the TCTC. Mark Thomas will conduct public workshops, prepare notices, graphics, displays, and will compile all comments received. Public outreach for this process will be robust, provide public education and information on the project, and ensure all outreach goals are met.

Outreach will also include targeted outreach to disadvantaged, minority, environmentally sensitive, tribal and low-income individuals. Additional focused outreach efforts will be developed for area home owners, Sonora Elementary School, Sonora Regional Hospital, and City merchants.

Outreach efforts will include meeting with individual properties owners and merchants along the corridor to receive and record input on the project. As part of this task, Mark Thomas will work with TCTC to develop an independent project web page on TCTC's website to include updated information on the project, schedule and timeline, project documents and fact sheets, and opportunities for input.

Outreach plan to outline:

- » Goals and objectives
- » Focus & desired audiences
- » Key project messaging
- » Communications and outreach tools
- » Strategies for engagement with under-served communities
- » Proposed activities and timelines
- » Roles and responsibilities of the Mark Thomas Team, agency staff, and Steering Committee

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142K 0.1	PUBLIC OUTREACH PLAN
TASK 6.2	PROJECT WEBPAGE
TASK 6.3	PUBLIC WORKSHOPS AND TABLING EVENTS
TASK 6.4	STAKEHOLDER MEETINGS
TASK 6.5	SUMMARY OF OUTREACH AND RESPONSE TO COMMENTS

DELIVERABLES

TACK CA

- » Public outreach plan
- » Updated project webpage
- » Updated project fact sheet
- » Meeting materials including, but not limited to;
 - sign-in sheets
 - PPT presentations
 - display boards
 - public notices
 - press releases
 - newspaper postings
 - social media postings
 - email blasts
- » Summary of outreach and response to comments

TASK 7 **ECONOMIC IMPACT ANALYSIS**

The Greenley Road Extension will bypass the historic downtown of the City of Sonora. This city is the economic center of the County, and, as such, requires adequate consideration of the possible economic impacts of a bypass. The economic impact analysis will review economic impacts to both downtown Sonora as well as the county and city as a whole. This includes special consideration for homeowners in the project area and their home values/ possible impact to land. Additionally, exploration of the impact of the Highway 49 Bypass on Sutter's Creek and the Angel's Camp bypass on Angel's Camp should be considered. Economic analysis should include the "No Project" alternative.

BAE will collect a range of information on economic conditions and traffic/travel patterns in the corridor that would be bypassed by the proposed Connector. To augment information gathered BAE will also conduct interviews with up to six knowledgeable local individuals regarding existing economic conditions in the affected area compared to elsewhere in the City of Sonora and Tuolumne County more generally. These interviews may include people such as local economic development professionals, local real estate experts (residential as well as commercial sector), Chamber of Commerce or other business sector representatives and others who may be identified in consultation with local officials. BAE will collect case study information for up to three other locations that seen highway traffic diverted past their commercial cores by highway bypass projects.

BAE will provide an assessment of the potential economic impacts to Downtown Sonora, based the understanding of Downtown Sonora's current conditions in the context of citywide and county-wide conditions, the details of the proposed bypass, similarities and dissimilarities to the context and circumstances of the case study bypass projects, and other relevant factors that BAE may identify in the course of completing the tasks.

TASK 7.1	EXISTING CONDITIONS
TASK 7.2	INTERVIEW LOCAL REPRESENTATIVES
TASK 7.3	CASE STUDY RESEARCH
TASK 7.4	DRAFT & FINAL IMPACTS MEMO

DELIVERABLES

- Document existing conditions and case study research
- Draft and Final Impacts Memo

TASK 8 **ENVIRONMENTAL ASSESSMENT**

LSA will prepare the PEAR document based on the Caltrans Volume 1, Chapter 5, and the PEAR form template (revised June 2020) that evaluates the proposed roadway improvements. The PEAR will consider one no-build alternative and three (3) distinct build alternatives.

LSA's level of effort assumes one round of review by the client, and two rounds of Caltrans District 10 review/responses (one review and one backcheck of comment responses concurrent with approval of the PEAR) prior to finalization and signature of the PEAR for attaching to the PSR-PDS.

LSA will complete the anticipated environmental approval after completion of the PEAR technical studies and in consultation with the Project Engineer. LSA will complete the section for permits and approvals anticipated for the project. As part of the PEAR technical summaries, LSA will identify the project's environmental risks and assumptions and coordinate with the Project Engineer to incorporate these into the project's Risk Register.

LSA will prepare the PEAR technical summaries based on a review of aerial photography, applicable plans, and environmental documents (e.g., City General Plans and General Plan EIRs). The PEAR will include a preliminary determination of the level of technical studies necessary during the Project Approval and Environmental Documentation (PA&ED) phase.

- » Land Use
- Growth
- Farmlands/Timberlands
- Community Impacts
- Visual/Aesthetics
- Cultural Resources
- Hydrology/Floodplains
- » Water Quality/ Stormwater Runoff
- » Geo/Soils/Seismic/Topo
- Paleontology

- » Hazardous Waste/ Materials
- » Air Quality
- Noise/Vibration
- Energy
- Climate Change
- Biological Resources
- » Cumulative Impacts
- » Context Sensitive Solutions
- **TASK 8.1** PRELIMINARY INVESTIGATIONS AND **DATABASE SEARCHES**
- **TASK 8.2** PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT (PEAR)
- SUMMARY REPORT OF ENGAGEMENT **TASK 8.3**

DELIVERABLES

- » Database search results
- Admin and Draft PEAR and response to comments
- Final PEAR
- AB 52 Tribal Notifications

TASK 8A ENVIRONMENTAL ASSESSMENT-AIR QUALITY ANALYSIS (OUT OF BUDGET TASK)

As part of the RFQ Scope of Work, TCTC has requested an Air Quality Analysis Report with Project Level Conformity and Hot Spot analysis. In scoping the project this task is being proposed as an additional task above the maximum available budget.

Tuolumne County is identified as a state and federal non-attainment area for Ozone emissions and the new roadway could substantially change traffic patterns within and around the City of Sonora including truck trips on State Route 49 through downtown Sonora. Four potential sensitive receptors that could be affected by changes in traffic and truck route patterns include: 1) Sonora High School, 2) Sonora Elementary School, 3) Downtown Sonora and 4) Sonora Hospital. An Air Quality Analysis Report with Project Level Conformity and Hot Spot analysis at the sensitive receptor locations should be provided based on the results of the Traffic Impact Analysis model for the three build alternatives. If the hot spot analysis shows the potential for increased emissions associated with changes in traffic and/or truck travel patterns that could adversely affect the sensitive receptors, mitigation options, where feasible, should be provided in the Air Quality Analysis Report. All analysis under this task should be done consistent with Caltrans and FHWA requirements so that it can be used as supporting documentation during the environmental document and project approval (PA&ED) phase off the project.

Upon receipt of the accepted Traffic Impact Analysis and 30% level of design detail, LSA will perform all activities related to air quality and greenhouse gas (GHG) emissions impact analyses for use in the environmental document and will prepare an Air Quality Report that documents the study results. The Air Quality Report will be prepared in accordance with the following protocols/guidelines: Caltrans Supplemental Environmental References (SER) Chapter 11 – Air Quality and Chapter 16 – Climate Change. LSA will prepare the air quality technical report with the required criteria pollutants and GHG emission analysis and determine the significance of the potential air quality and GHG impacts of the for the following conditions: "existing", "existing plus Project", "opening year without project", "opening year plus project", "forecast year without project", and "forecast year plus Project", where "Project" represents each of the three build alternatives. LSA will use the most current version of the Caltrans roadway construction model and CT-EMFAC on-road vehicle emission model to calculate both criteria pollutants and GHG emissions for construction and operational emissions, respectively."

DELIVERABLES

- » Air Quality Report (AQR) (electronic copy)
- » Air Quality Conformity Report (AQCR) (electronic copy)
- » Air Quality Conformity Checklist (electronic copy)

TASK 9 UPDATED COST ESTIMATE, SCHEDULE, AND FINANCING PLAN

Mark Thomas will prepare the PSR-PDS document in accordance with Chapter 9 and Appendix S of the Caltrans PDPM. Mark Thomas will prepare supporting documentation required for the PSR-PDS based upon the requirements of the Caltrans Project Development Procedures Manual (PDPM).

Supplemental checklists and forms will be required for the approval of the PSR-PDS, which includes the Design Scoping Index, Transportation Planning Scoping Information Sheet, Survey Needs Questionnaire, and Division of Engineering Services PSR-PDS Scoping Checklist.

The documentation will include next steps and associated schedule for delivery of the project. A proposed financing plan will be developed for the project that identifies potential federal, state and local funding sources for the Project. The financing plan will provide separate financing strategies for Plan Approval and Environmental Documentation, Right of Way Acquisition and Construction.

TASK 9.1 COST ESTIMATES
TASK 9.2 FINANCING PLAN
TASK 9.3 DRAFT PID DOCUMENT
TASK 9.4 FINAL PID DOCUMENT

DELIVERABLES

- » Cost estimates
- » Financing plan
- » Response to comments
- » Admin Draft, Draft, and Final PSR-PDS

OPTIONAL TASK 1 ANNEXATION SCENARIO POSSIBILITIES

BAE can assist the City of Sonora and Tuolumne County with analysis to facilitate agreement on a property tax sharing agreement that can be incorporated into an agreement annexation of property for the Greenley Road extension project into the City of Sonora. BAE's work can include sub-tasks as desired.

BAE will review and request all relevant background information including any previously negotiated tax sharing agreements, tax increment allocation factors, and budget documents. BAE will consult with staff from the City of Sonora to develop a set of assumptions regarding future development that could occur within the area that is subject to annexation. These assumptions would inform projections of future revenue generation and also future service demand for both the City and the County.

BAE will prepare a simple fiscal impact analysis for the City and for the County, to project increases in General Fund revenues and costs, based on build-out of the annexation area consistent with the assumptions developed. The fiscal model for each jurisdiction will primarily rely on average cost and revenue multipliers based on the current budgets and current service populations within the City and the County, respectively.

BAE will model the property tax revenues based estimates of the change in assessed value, and various scenarios for sharing of the portion of the property tax that would be available for sharing within the area. If possible, BAE will identify a property tax revenue sharing split that would make both the City and the County fiscally whole, considering their other projected revenues and projected service cost increases and the potential for the City to make fiscal mitigation measures a condition of approval of new development in the annexation area that would be entitled post-annexation. If the fiscal models project fiscal deficits, BAE will seek to identify a property tax revenue sharing split that would equitably distribute the fiscal impacts between the City and the County. This information will be provided to the City and County to inform their discussions seeking a mutually agreeable property tax revenue sharing agreement.

BAE can support ongoing property tax sharing negotiations between the City and the County. BAE will be available to update revenue sharing calculations to test the fiscal impacts to the City and the County under different revenue sharing arrangements that the parties may wish to explore. BAE can also make other modifications to the fiscal impact models for the City and/or the County, to test the sensitivity of the fiscal projections to varying assumptions affecting the revenue projections or the

cost projections. BAE will also be available to meet and discuss sensitivity testing and potential revenue sharing arrangements with the City and County representatives to support the negotiations.

TASK 9.5	REVIEW BACKGROUND INFORMATION
TASK 9.6	DEVELOP LAND USE AND DEVELOPMENT ASSUMPTIONS FOR AREA TO BE ANNEXED
TASK 9.7	PREPARE FISCAL IMPACT ANALYSIS FOR CITY AND COUNTY
TASK 9.8	PROVIDE NEUTRAL SUPPORT FOR REVENUE SHARING NEGOTIATIONS

DELIVERABLES

- » Assumptions memo
- » Fiscal impact analysis
- » Findings and recommendations

OPTIONAL TASK 2 VISUAL IMPACT ANALYSIS

Initial public outreach saw concern expressed that the road would severely impact the natural attributes / aesthetics of the land it plans to go through. Optional Task 1 would include photo simulations and other visualization exhibits that illustrate the proposed project alternatives, evaluate the expected visual change caused by a project, assess public reaction to the expected change, identify visual impacts, and recommend measures to avoid, minimize or mitigate adverse visual impacts.

LSA will prepare a draft Caltrans Visual Impact Assessment (VIA) Questionnaire to support the level of VIA documentation proposed. Additionally, LSA will review the City of Sonora General Plan, and other local plans, and discuss visual resources within the project vicinity.

DELIVERABLE

» Visual impact analysis

PAST EXPERIENCE

At Mark Thomas, we are proud of our track record of successfully completing projects on time, within budget, and meeting the needs of our clients. We are confident you will find that the highlighted projects demonstrate our ability to deliver the services you are seeking for the North-South Connector Study Project. The table below provides additional detail on Mark Thomas' relevant projects involving rail, transit, highway and interchanges, local roadway, and bridge improvement projects with key elements that are similar to the Project.

			RELEVANCE											
	PROJECT	PID (PSR, PR) EXPERIENCE	ALTERNATIVES ANALYSIS	CALTRANS COORDINATION	COMMUNITY ENGAGEMENT	STAKEHOLDER COORDINATION	PRELIMINARY DESIGN	ROUNDABOUTS	MULTIMODAL DESIGN	COST ESTIMATES	FUNDING STRATEGY	RESILIENCY ANALYSIS	TRAFFIC ANALYSIS	ENVIRONMENTAL SCREENING
ECTS	North/South Connector Study, Tuolumne County		√		√	√	√	√		√				✓
PROJ	SR 89/SR 267 Corridor Management Feasibility Study, Placer County	√	√	√	√	√					√	√	√	✓
FEATURED PROJECTS	SR 88/Pine Grove Corridor Improvements, Amador County	√	√	√	√	√	√	√	√	√			√	
FEAT	Pioneer Road Corridor Improvements, Los Banos	√	√	√	√	√	√		√	√	√			✓
	Paradise Transportation Master Plan, Town of Paradise		√	√	√	√	√	√	√	√	√	√	√	
	SR 4 Corridor Vision Study, Contra Costa County			√	√	√		√	√	√			√	
	KARGO Community Prosperity/ Protection Study, Kern County		√	√	√	√	√	√	✓	√	√	√	√	✓
	SR 99/120 Interchange Connector, San Joaquin County		√	√	√	√	√		✓	√			√	✓
	Grant Line Road Realignment Project, San Joaquin County		√		√	√	√	√	✓	√	√	√	√	✓
	Oakhurst Midtown Connector Project, Madera County		√	√	√	√	√	√	✓		√	√	√	✓
	SR 99/Veterans Boulevard Interchange and Extension, Fresno	√	√	√	√	√	√		√	√			√	✓
	I-5/Cosumnes River Boulevard Interchange and Extension, Sacramento	✓	√	√	√	√	√		√	√		√	√	✓
	SR 165/Vineyard Drive Intersection Improvement, Los Banos		√	√	√	√	√	√	√	√	√		√	✓
	SR120/Main Street & Airport Way Interchanges, Manteca	√	√	√	√	√	√	√	√	√	√			✓

NORTH-SOUTH CONNECTOR STUDY

TUOLUMNE COUNTY

Mark Thomas provided preliminary mapping consisting of a digital terrain model, major roadway and water course features, and an avoid zone around the City of Sonora. With this data, Mark Thomas engineers utilized an automated alignment optimization software package (Quantm) to generate five "scenarios" for the North/South Connector. Each scenario contains an unlimited number of potential alignments that have a common start and end point. Quantm ranks alignment alternatives by total cost.

There are a number of unit costs that must be assumed for the initial optimization runs. The unit costs were developed to best represent current construction costs. Additional costs were added to account for right of way, environmental mitigation, and other miscellaneous impacts.

Sensitivity analyses of individual unit costs can also be completed in future project phases to prioritize the evaluation criteria. The first step in setting up the scenarios for Quantm was to identify possible starting and ending points and network points for the alignment alternatives. With direction from the county, Mark Thomas outlined three sets of possible termination points for the alignment alternatives.

DATES OF SERVICE 2/2004–6/2006

RELEVANT FEATURES

- · Community Engagement
- Alternatives Analysis
- Environmental Screening

PROJECT COST

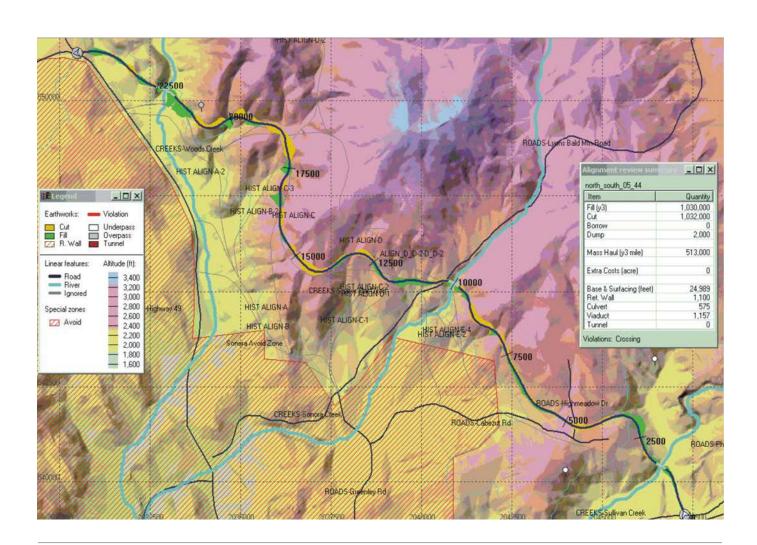
\$259,749 (Estimated Cost) \$375,000 (Actual Cost)

SCHEDULE OF PERFORMANCE

Completed on schedule

CLIENT CONTACT

Tuolumne County Public Works Peter Rei (retired) (209) 533-5601 publicworks@tuolumnecounty.ca.gov



SR 89 AND SR 267 CORRIDOR MANAGEMENT FEASIBILITY STUDY

PLACER COUNTY

Mark Thomas and Wood Rodgers partnered for this multimodal planning project in a high visitation environment with critical evacuation routes.

This project analyzes the feasibility of dedicated transit lanes along SR 89 and SR 267, between Truckee and the north shore of Lake Tahoe. These corridors experience high recreation demand, especially during the winter ski season, creating safety and environmental concerns for both residents and visitors.

The focus of the SR89 and SR267 Corridor Management Feasibility Study includes development of a report that will build from the existing regional planning documents including expanding on the identified current and future transportation programs for Corridor Management as described in the Resort Triangle Transportation Plan (RTTP).

The purpose of the study is to perform initial preliminary analysis and continue coordination and collaboration with the County and the public to help refine the scope and understanding of the design considerations along the corridors. This includes the benefits and costs of corridor improvements on transportation, transit, the environment, climate resiliency, emergency response and evacuation and other elements.

Based on preliminary analysis of the benefits, constraints and costs, the study also is intended to assist in decision making related to prioritization, phasing, programming, funding, and implementation strategies.

Wood Rodgers and Mark Thomas worked together to develop a document template that closely mimics the Caltrans PID document format, allowing the document to serve multiple needs and reduce re-work.

Mark Thomas is providing transportation planning and traffic engineering associated with transit systems; traffic signal operation and modeling; right of way analysis; climate change, community resiliency and evacuation analysis; Caltrans management assistance, funding, programming and scheduling; and environmental analysis including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

Wood Rodgers is developing implementation strategies, including project prioritization and phasing, as well as identifying funding sources to address the congestion along the popular SR 89 and SR 267 corridors. As part of the Project, Wood Rodgers has assisted Placer County in leading a robust stakeholder engagement process, which has involved multiple agencies including Caltrans, the TRPA, the Town of Truckee, California Highway Patrol (CHP), and others.



DATES OF SERVICE 8/2023–Ongoing

RELEVANT FEATURES

- Caltrans Coordination
- Funding/Grant Support
- Evacuation Route Planning

PROJECT COST

\$57,868 (Estimated Cost) \$112,785 (Actual Project Cost)

SCHEDULE OF PERFORMANCE

Currently on schedule

CLIENT CONTACT

Placer County Rebecca Taber (530) 581-6238 rtaber@placer.ca.gov



SR 88/PINE GROVE CORRIDOR IMPROVEMENTS PS&E

AMADOR COUNTY

Mark Thomas worked with Amador County and Caltrans District 10 to develop project approvals for the widening of the SR 88 corridor through Pine Grove. Mark Thomas started the process by providing value engineering and refining the project identified in the approved Project Report; subsequently, we have worked with Caltrans and County staff to identify a Phase I project for construction that is consistent with the Purpose & Need that was approved by Caltrans that also meets the County Board of Supervisor's multiple priorities.

The value engineering effort included analyzing alternatives for Pine Grove Elementary School access to improve circulation, enhance pedestrian route to school, and relieve congestion at the SR88/Volcano Road intersection.

As a part of this process, Mark Thomas has developed a Supplemental Project Report, Final Traffic Analysis, and Geometric Approval Drawings for the formal Caltrans' approval of the Phase I project. The revised Phase I SR 88/Pine Grove Corridor Improvement Project will provide improvements to the 3 ¼ mile stretch of SR 88 through the Town of Pine Grove.

The purpose of this project is to improve existing and future operations, alleviate existing congestion, provide a transportation facility consistent with Caltrans standards, and enhance safety on SR 88. General improvements to be implemented within these areas include widening to standard shoulders, adding curb, gutter, and sidewalks, adding bike lanes, formalizing parking, intersection cross slope correction (where needed), drainage facilities, bulbout construction, new lighting, improving pedestrian ramps, and lengthening a truck climbing lane.

Mark Thomas has been developing the final PS&E documents for the construction of Phase I. Additionally, we have been working with Caltrans and County staff to identify potential funding sources that will help leverage the STIP funding that have already been identified for the project. This includes a potential SHOPP allocation and the development of BUILD application.

DATES OF SERVICE 03/2016-Ongoing

RELEVANT FEATURES

- Caltrans Coordination
- Roadway Widening
- Bicycle Lanes and Sidewalks
- Funding/Grant Support
- Rural Community

PROJECT COST

\$1,968,610 (Estimated cost) \$2,266,447 (Actual cost)

SCHEDULE OF PERFORMANCECurrently on schedule

CLIENT CONTACT County of Amador Mark Hopkins (209) 233-6429

mhopkins@amadorgov.org



PIONEER ROAD COMPLETE STREETS PROJECT PSR

LOS BANOS

Mark Thomas was selected by the City of Los Banos to prepare the PSR-PDS, PA&ED, and PS&E for the Pioneer Road Complete Streets Project. This regionally significant, \$78 million project will improve access and mobility in the area. This complete street project will provide a 6.5-mile, four-lane divided arterial facility with a Class 1 regional path, bike lanes, and various ADA upgrades. The project includes one bridge replacement at Central California Irrigation District's Main Canal, and improvements at seven major intersections, three of which are on the State Highway System.

Mark Thomas prepared a comprehensive PSR-PDS document establishing the need, scope, and purpose of the project. In this document, the team explored different project alternatives and selected a preliminary preferred alternative based on project impacts.

During the PA&ED phase of the project, Mark Thomas completed the preliminary design of the facility taking into account impacts on the environment, right of way, project cost, utilities, and traffic. Mark Thomas managed the City's consultant team to keep the project's preliminary roadway design, environmental clearance, bridge design, right-of-way assessments, and traffic analysis on track. During this phase, Mark Thomas also helped the City facilitate necessary public meetings and present key progress updates to the City Council.

DATES OF SERVICE 5/2020–Ongoing

RELEVANT FEATURES

- Caltrans Coordination
- Funding/Grant Support
- Corridor Improvements

PROJECT COST

\$1,178,642 (Estimated cost) \$1,869,334 (Current cost)

SCHEDULE OF PERFORMANCE Currently on schedule

CLIENT CONTACT

City of Gustine Nirorn Than (formerly with City of Los Banos) (209) 854-6471 sthan@cityofgustine.com

In addition to design, Mark Thomas' services also include evaluating funding sources, preparing grant applications, preparing funding allocation packages, and coordination with MCAG, Caltrans, and the CTC. Mark Thomas has secured \$22.6 million in funding from STIP, LPP, CMAQ, HIP, and sales tax measure funds. This has involved working closely with the Merced County Association of Governments to obtain regional discretionary funds and preparing grant applications, Cal-B/C models, and project fact sheets.

REQUESTED CONTRACT CHANGES

Mark Thomas has reviewed "ATTACHMENT A - Agreement for Professional Services" in the RFQ. If selected to work on this project, we would like the Council to consider the following modifications. Additions are included in red text and deletions are included in strikethrough.

8. PROFESSIONAL STANDARDS

Consultant represents warrants and quarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractor are engaged, practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, quarantees, express or implied under this Agreement or otherwise in connection with consultant's services.

37. INDEMNIFICATION

For all matters related to Design Professional Services as defined by California Civil Code 2782.8, To the extent permitted by law, Contractor does hereby assume liability for, and agrees to defend, indemnify, protect, save and hold harmless, but not defend the TCTC and its elected and appointed officials, officers, and employees, agentsand volunteers and its successors and assigns (collectively, TCTC) from and against any and all applicable demands, losses, claims, costs, suits, liabilities, obligations damages, penalties, fines, actions, and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed, asserted against, incurred or suffered by the TCTC but only to the extent actually caused by: by reasonof damage, loss or injury (including death) of any kindor nature whatsoever to persons or property caused, or claimed or alleged to be caused, in whole or in part, by orin any way relating to or arising out of: ...

If such indemnification becomes necessary, the legal Counsel for the TCTC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTC. Consultant has no obligation to provide an immediate defense or to pay for any of the indemnities defense related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's final determined percentage of liability based upon the comparative fault of Consultant. This indemnification clause shall survive the termination or expiration of this Agreement.

37. SANCTIONS FOR NONCOMPLIANCE:

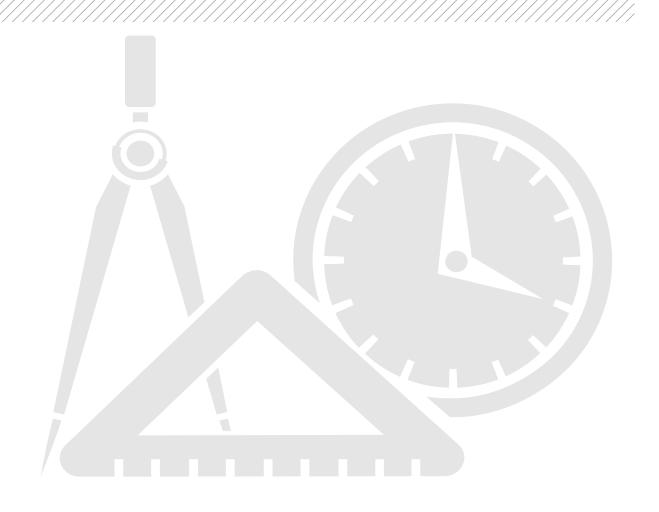
In the event of the Consultant's noncompliance with the provisions of this Agreement, the TCTC shall imposesuch Agreement sanctions as it may determine to beappropriate, including, but not limited to:

- A. Withholding of payments due to the Consultant underthis Agreement until the Consultant complies to the TCTC's satisfaction, and/or
- B. Cancellation, termination or suspension of this-Agreement, in whole or in part.

41. DISPUTES:

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and Contractor fees and costs. The prevailing party shall be entitled to its reasonable attorneys' fees in any legal action to enforce the terms of this Agreement.

APPENDIX A RESUMES





AMBER COLLINS PROJECT MANAGER

EDUCATION
BS in Agribusiness
MS in Civil Engineering
MS in City/Urban, Community and Regional Planning

Amber has 14 years of experience in planning, funding, and delivering transportation projects in California through working in the public and private sectors. She has a comprehensive background in the development of multimodal plans to align with funding and state and federal policy priorities. Amber has an in-depth understanding and success in transportation funding and programming. She has a successful track record in securing competitive grants for various types of planning and infrastructure projects, and assisting clients with tracking funding compliance and reporting. In her role as Executive Director for the Calaveras COG she became very skilled and successful at coordinating funding and project delivery with local partners and funding agencies; managing, preparing, and facilitating multimodal transportation corridor and network planning efforts; and guiding strategic planning and policy development with the public, staff, and policy makers.

REPRESENTATIVE PROJECTS

US 395 WILDLIFE CROSSINGS PID, PA&ED, AND PS&E, LASSEN COUNTY TRANSPORTATION COMMISSION

Deputy project manager for the Project Initiation Document (PSR-PDS), environmental (PA&ED), and design (PS&E) phases. The project to design and construct two wildlife crossing structures (WCS) along U-395 between the California/Nevada border and Susanville. The scope of work involves developing and screening alternatives through the PID document and to carry forward in environmental and developing 65% design for two crossing locations. The project involves coordinating planning and design efforts with stakeholders including LCTC, Caltrans District 2, Wildlife Conservation Board (WCB), utility companies, and private property/business owners.

SOUTH WATT AVENUE IMPROVEMENT PROJECT PSR, PS&E AND ROW, SACRAMENTO COUNTY

Deputy project manager for Project Report, PS&E and ROW phases for the widening of three miles of South Watt Avenue in the County and City of Sacramento. This \$30 million project will include widening from two to four lanes, raised landscape median, buffered bike lanes, curb, gutter, landscape areas, sidewalks, curb ramps and street lighting. Project involves the replacement of a bridge and coordination with 13 utility companies, 75 impacted property owners, Caltrans, Central California Traction (CCT) railroad, Sacramento County Department of Water Resources. Project involves Caltrans coordination for improvements at State Route 16 including an Encroachment Permit, completion of Project Report and additional studies.

CLEAN CA GATEWAY MONUMENT AND SIGNAGE PROJECT PA&ED AND PS&E, CALAVERAS COUNTY

Project manager for this Caltrans Clean California funded project. Services included public outreach, PA&ED, PS&E, and bidding and construction support. The project includes environmental clearance and the design and construction of gateway monument and wayfinding signs in seven different communities in Calaveras County, consisting of 22 sites. Tasked with completing environmental clearance and PS&E within a six-month timeline, the project involves close coordination and partnership with Caltrans to expedite processes and reviews. In addition, the project involved significant community and stakeholder engagement to develop the concepts and establish consensus and community support on the final design.

SR 99/TURNER ROAD INTERCHANGE PS&E, CON AND FUNDING SUPPORT, LODI

Deputy project manager responsible for funding compliance, agency/ Caltrans coordination, and contract advertisement, award, and administration (AAA) support services on the SR 99/ Turner Road Interchange project. This project includes safety and operational improvements including the realignment of the existing southbound off- and on-ramps and construction of a roundabout. This \$10 million project involves four different local, state, and federal funding sources and required extensive coordination with funding agencies including Caltrans, CTC, and SJCOG. Provided ongoing assistance to the City for funding compliance and invoicing, and contract administration.



MATT BROGAN, PE PRINCIPAL IN CHARGE

EDUCATION
BS in Civil Engineering, New Mexico State University, 1998
REGISTRATIONS
CA PE C63854
CO PE 0059556

Matt has 25 years of experience of experience in municipal and transportation engineering. He has managed numerous projects, including streetscape designs, and downtown infrastructure improvements, bridges, local roadway improvements, highway interchanges, bicycle facilities, and civil-related transit improvements. Matt has completed a variety of different projects and has extensive experience with Caltrans facilities and local agency improvements. He has experience ranging from completing interchanges with Caltrans approval to streetscape/infrastructure projects within historic downtown areas. Matt has delivered a number of bike trail projects within the region.

REPRESENTATIVE PROJECTS

LIME KILN ROAD BRIDGE REPLACEMENT, TUOLUMNE COUNTY

Principal in charge for preliminary roadway design and coordination services for Phase I of the replacement of Lime Kiln Road Bridge over Curtis Creek in Tuolumne County. Mark Thomas prepared three roadway realignment alternatives and cost estimates. Because this is an HBP funded project, it required Caltrans Local Assistance review and approval on various items throughout the project development. Services for this phase also included project management and coordination with Caltrans, surveying, utility coordination, preliminary environmental assessment, preliminary geotechnical engineering, preliminary hydraulic analysis, and right of way engineering.

GEER ROAD PAVEMENT REHABILITATION, TURLOCK

Principal in charge for the evaluation of Geer Road for rehabilitation and developing 30% design-level PS&E plans. Geer Road is a local roadway on the National Highway System which our team will investigate how Surface Transportation Assistance Act size trucks would be affected by the project improvements. The project would also include updating curb ramps to comply with current the ADA standards. In addition to pavement rehabilitation, it is intended to fill in missing sidewalks; restripe the corridor; manage access for driveways; and evaluate median requirements to be consistent with the City's ATP and General Plan requirements; and propose alternatives and solutions to consider.

SR 88/PINE GROVE CORRIDOR IMPROVEMENTS, AMADOR COUNTY

Project manager for the advanced preliminary engineering and Phase 1 final PS&E 3¼-mile stretch of improvements along SR 88 through the town of Pine Grove. Improvements include adding curb, gutter, and sidewalks; ADA upgrades; and signals and lighting.

I-5/LOUISE AVENUE INTERCHANGE PA&ED & PS&E, LATHROP

Principal in charge for the proposed reconstruction of an existing interchange along Interstate 5 in the City of Lathrop. Responsibilities include extensive interaction/ coordination with Caltrans District 10 and the City of Lathrop, coordination of the environmental and engineering studies, geometric development, utility verification and coordination, preparation of project report, and development of plans, specifications and estimate for construction.

I-205/I-580 /INTERNATIONAL PARKWAY INTERCHANGES, TRACY

Principal in charge overseeing the PA&ED & PS&E phases of the Mountain House Parkway Interchange reconstruction projects at I-580 and I 205. These projects will reduce congestion, increase capacity and improve local circulation and functionality at both interchanges to accommodate increased traffic volumes due to the Cordes Ranch project. The I-580 interchange (currently in final design) will be an innovative Diverging Diamond Interchange (DDI) configuration. Coordination was required with FHWA for both interchange modifications.



SAM SHARVINI PLANNING LEAD

EDUCATIONBA in Urban Planning, University of California, Irvine, 2016

Sam has 10 years of experience as a transportation planner. Sam has a strong planning background with a passion for growing multimodal transportation choices by identifying access and mobility solutions to serve all individuals. His expertise includes active transportation, transportation demand management, multimodal corridor studies, data collection and analysis, and stakeholder engagement. Sam also served as administrator of the Orange County Transportation Authority's (OCTA's) Equity Task Force and led the development of the agency's first inventory and framework of Diversity, Equity, and Inclusion efforts.

REPRESENTATIVE PROJECTS

TRANSPORTATION MASTER PLAN, TOWN OF PARADISE

Responsible for assisting in the development of the TMP to guide long-term improvements, and utilize public input to prioritize solutions to aid in the recovery process. The TMP includes developing a Town-wide Active Transportation Plan, Local Roadway Safety Plan, roadway network and evacuation route analysis, updated roadway design standards, downtown public realm/aesthetics guidelines, and economic development assessment. Responsibilities include bikeway planning, roadway network planning, and public engagement. Performed research of existing planning studies and documents and developed grant narratives.

SR 4 VISION STUDY, CONTRA COSTA COUNTY

Providing transportation planning support for the PID phase of operational improvements on SR 4 from west of the SR 4/SR 242 Interchange to Bailey Road Interchange in the eastbound and westbound directions to relieve severe directional peak period traffic congestion, which is expected to grow in the future. Scope of services include preparing the PSR-PDS documents, which developed the project alternatives, purpose and need statement, traffic analysis, and environmental assessment.

SOUTH YALE CORRIDOR IMPROVEMENTS, IRVINE

Providing multimodal transportation planning support for the visioning efforts on Yale Avenue, re-allocating space within the right-of-way to provide a new high-quality, low-stress active transportation corridor in the City of Irvine. Work will include preliminary engineering and preparation of the environmental document. Engaged with multi-phased public and stakeholder engagement efforts and coordinated with SCAG to carry out the successful implementation of a one-way cycletrack Go Human Demonstration Event on Yale Avenue.

PLACER-SACRAMENTO ACTION PLAN (PSAP), PLACER COUNTY

Provided transportation planning support for this 40-mile corridor study to prioritize and advance regionally significant projects across nine jurisdictions. Projects geared towards increasing travel options on the corridor and developing a multi-modal transportation system that will support economic and population growth in its neighboring communities. Responsibilities included grant program discussions and assisting with project prioritization rankings based upon SB 1 grant program criteria.

LOCAL ROADWAY SAFETY PLAN (LRSP), KINGS COUNTY

Transportation planner that supported the efforts to analyze the published crash data throughout the Kings County Roadway Network, established and facilitated discussion among a stakeholder working group, evaluated desired engineering improvements and non-infrastructure programs, and prepared the grant funding required Local Roadway Safety Plan (LRSP) for the County. The County of Kings was the lead agency on a project to develop a LRSP for the County's Roadway Network as required by the Highway Safety Improvement Program (HSIP). The LRSP empowered the County to identify safety issues that could be addressed through engineering, education, enforcement, and emergency services of traffic safety, identify funding opportunities, and demonstrate collaboration among the stakeholder working group.



JAKE WEIR, PE

EDUCATION
BS, Civil Engineering, University of California, Davis
REGISTRATION
CA PE C72382

Jake has 19 years of experience in municipal and transportation engineering. He has served as design engineer on numerous projects, including local roadway and intersection improvements, HBP bridge replacements, downtown infrastructure improvements, streetscape/infrastructure projects as well as freeway and interchange design. His experience includes geometric design, drainage design, retaining wall design, the Caltrans utility process, and the preparation of plans, specifications and estimates.

REPRESENTATIVE PROJECTS

SR 88/PINE GROVE CORRIDOR IMPROVEMENTS, AMADOR COUNTY

Project engineer for the advanced preliminary engineering and Phase 1 final PS&E for a 3¼-mile stretch of improvements along SR 88 through the town of Pine Grove. The purpose of this project is to improve existing and future operations, alleviate existing congestion, provide a transportation facility consistent with Caltrans standards, and enhance safety on SR 88. General improvements include widening to standard shoulders, adding curb, gutter, and sidewalks, adding bike lanes, formalizing parking, intersection cross slope correction (where needed), drainage facilities, bulbout construction, new lighting, improving pedestrian ramps, and lengthening a truck climbing lane.

SR 99/SOUTHGATE INTERCHANGE AND CORRIDOR STUDY PSR, CHICO

Senior design engineer responsible for developing geometric designs, cost estimates, and preparation of the PSR. The PSR included identification and evaluation of alternative designs that would meet the requirements of an interchange and identification of the alternative(s) that should be carried into the PA&ED phase. The PSR will develop a plan line for future developments and identify ultimate right of way needs for the corridor.

LIME KILN ROAD BRIDGE REPLACEMENT OVER CURTIS CREEK - PHASE II, TUOLUMNE COUNTY

Project engineer responsible for preliminary roadway design for Phase I of the replacement of Lime Kiln Road Bridge over Curtis Creek in Tuolumne County. Mark Thomas prepared three roadway realignment alternatives and cost estimates. Because this is an HBP funded project, it required Caltrans Local Assistance review and approval on various items throughout the project

development. Services for this phase also included project management and coordination with Caltrans, surveying, utility coordination, preliminary environmental assessment, preliminary geotechnical engineering, preliminary hydraulic analysis, and right of way engineering.

DOWNTOWN MASTER PLAN INFRASTRUCTURE STUDY, PARADISE

Design engineer responsible for collecting and evaluating utility and infrastructure plans, base map preparation, existing conditions analysis, drainage analysis, cost estimates, and preparation of preliminary conceptual design alternatives for the beautification and unification of the downtown area for the Town of Paradise downtown capital improvement master plan. The downtown study will provide a plan to complete pedestrian enhancements, traffic calming features, and infrastructure improvements within the project limits.

SR 65 CAPACITY AND OPERATIONAL IMPROVEMENTS, PLACER COUNTY

Project engineer responsible for PA&ED of proposed capacity and operational improvements to State Route 65 from north of Galleria Boulevard/Stanford Ranch Road to Lincoln Boulevard. Improvements on State Route 65 will reduce congestion, improve traffic operations, and enhance safety. Services for this CMAQ funded project include preparing CEQA/NEPA documents, project report, and preliminary engineering. The project requires extensive coordination with PCTPA; cities of Lincoln, Rocklin, and Roseville; Placer County, Caltrans and other regulatory agencies

AMANDA DURGEN

PRINCIPAL / ENVIRONMENTAL PLANNER





EXPERTISE

Environmental Planning

EDUCATION

B.S., Biological Sciences, University of California, Santa Barbara, 2000

PROFESSIONAL EXPERIENCE

Principal/Environmental Planner, LSA, Roseville, California, August 2013– Present

Senior Associate, ESP, Sacramento, California, May 2002–September 2012

PROFESSIONAL RESPONSIBILITIES

Ms. Durgen is a Principal/Environmental Planner with over 20 years of experience in environmental planning and permit application preparation. Ms. Durgen has managed numerous projects, including transportation, recreation, infrastructure, and educational facility projects. Ms. Durgen is responsible for managing projects and writing environmental documentation including EIRs/EISs, Mitigated Negative Declarations, Categorical Exemptions, and other documents. Ms. Durgen has a broad background of project and management experience with environmental evaluation and planning of transportation, infrastructure, and development projects.

PROJECT EXPERIENCE

San Joaquin Regional Rail Commission, North Elk Grove Station Project Elk Grove, California

Ms. Durgen managed the preparation of a focused EIR for the proposed rail station along the Union Pacific Railroad line. The proposed station will provide Amtrak San Joaquins and the Altamont Corridor Express passenger rail service to the Elk Grove community. The project will also develop siding track, a pedestrian overcrossing, and surface parking lot, replace mainline track, and include roadway improvements to and access from Dwight Road. The Final EIR was certified in April 2022. Ms. Durgen is currently providing principal oversight for the preparation of the permitting application packages for the construction of the station project.

City of Rancho Cordova, American River Parkway Connection Project Rancho Cordova, California

Ms. Durgen is managing the preparation of the CEQA Categorical Exemption memorandum for the bicycle and pedestrian facility expansion and upgrade project. LSA is preparing the Section 408 Categorical Permission application materials, as the project site is located within the U.S. Army Corps of Engineers

American River Watershed Evaluation Area.

City of Woodland, Gibson Road at SR-113 Interchange Modification Project Woodland, California

Ms. Durgen managed the preparation of a CEQA Categorical Exemption (CE) Memorandum and a Screening Memorandum for the Yolo Habitat Conservation Plan/Natural Community Conservation Plan. The project would modify the northbound off-ramp from SR-113 and would improve the Gibson Road/off-ramp intersection by installing a traffic signal and a new pedestrian crosswalk. The CEQA CE Memorandum and Screening Memorandum were completed in January 2021.

California High-Speed Rail Authority, Bakersfield to Palmdale Project Section High-Speed Rail Kern and Los Angeles Counties, California

As part of the Regional Consultant (RC) Team, Ms. Durgen served as Quality Assurance/Quality Control (QA/QC) Environmental Manager for the preparation of the EIR/EIS evaluating the Bakersfield to Palmdale Project Section of the California High-Speed Rail Project. Ms. Durgen provided QA/QC review of the EIR/EIS sections and chapters, managed the preparation of the responses to comments, worked directly in the High-Speed Rail Authority's comment portal software (CommentSense), and led workshops with the Authority during the review of draft responses. Ms. Durgen also managed preparation of the requisite approval documents, authoring the Finding of Fact and Statement of Overriding Considerations, and providing QA/QC review of the Record of Decision, Board resolutions, and the Limitation of Claims.





PROJECT ROLE
Traffic

CLASSIFICATION Senior Engineer I

EDUCATION

BS, Civil Engineering, University of California, Davis, 2010

Coursework, Computer Aided Drafting, Sacramento City College, 2011

REGISTRATIONS/CERTIFICATIONS

Professional Civil Engineer, CA #85534; Professional Traffic Engineer, CA #2904

YEARS OF EXPERIENCE

- 14 years total
- 11 years with Wood Rodgers

Mario Tambellini is Wood Rodgers' transportation planning and modeling expert with more than 14 years of experience providing transportation planning services for innovative multi-modal infrastructure projects and land use plans throughout California. He assists municipal clients and large agencies, including Caltrans, on projects that require successful navigation of the environmental process, including both CEQA and NEPA. Mario is very familiar with SB 743 and Vehicle Miles Traveled (VMT) requirements and has assisted multiple agencies in adopting and implementing VMT guidelines and procedures that meet state requirements while also facilitating planned roadway projects. He has prepared environmental traffic analysis and sections for roadway/highway widenings, roundabouts, complete streets, freeway interchanges, and large-scale development; and has completed over 100 traffic studies throughout the state.

RELEVANT PROJECT EXPERIENCE

Tuolumne County Regional Transportation Plan (RTP) Update Modeling and Analysis – Tuolumne County, CA | Assisting the Tuolumne County Transportation Council (TCTC) with an update of their Regional Travel Demand Model (RTDM) as part of their Regional Transportation Plan (RTP) and update. The TransCAD model update involved modifying the base scenario to a new 2023 condition, preparation of a new county UPlan tool and land use forecasts for future years and growth scenarios, updating the model horizon year to 2050, adding additional model functionality, and modeling of proposed Capital Improvement Program (CIP) projects under future years. In addition to the model update, VMT and LOS traffic studies are being prepared in support of the RTP Update and associated Supplemental EIR. The LOS study projects deficiencies at key study intersections and roadway segments in the County and identifies potential improvements. The VMT study estimates the net effect of the RTP CIP projects on VMT in the County. VMT for roadway CIP projects is being estimated with the updated RTDM, while VMT reduction for nonmotorized CIP projects is being estimated using methodologies outlined in the CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions

Tuolumne County VMT Net Change Tool – Tuolumne County, CA | Lead Transportation Planner for a project to develop a VMT Net Change Tool for Tuolumne County that would greatly streamline the process of evaluating the potential VMT impacts of large-scale retail, recreational, and service land uses. The tool pulls data from typical ITE trip generation rates, the latest Tuolumne County Regional Travel Demand Model, current county land use data, and the most recent applicable research to quickly estimate the net effect a retail style project will have on County VMT, including quantity of new vs. rerouted VMT. The tool also includes built in mitigation measures which can be applied to a project to reduce impacts. The tool is being prepared in a simple-to-use Excel format along with a detailed user guide.

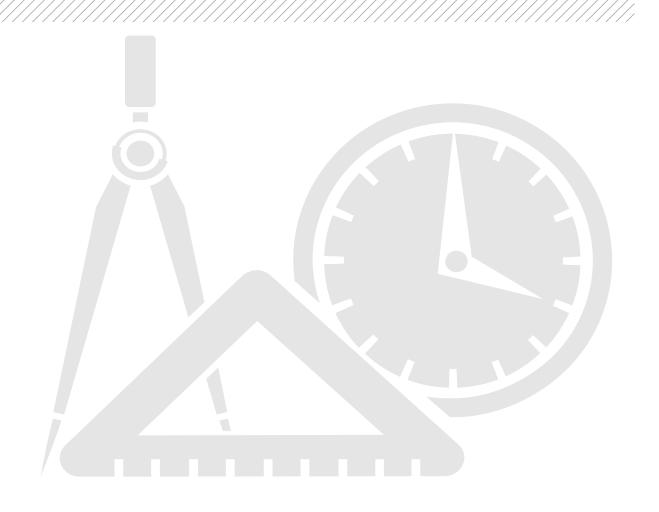
Tuolumne County Transportation Council, Gold Rush Shared Use Path – Tuolumne County, CA Lead Transportation Planner for a technical analysis of the potential vehicle miles traveled (VMT) and emissions reductions from a proposed Gold Rush Shared Use Path Project and E-Bike/E-Scooter Program. The project would consist of a proposed Class I shared use path that would run parallel to SR 49 between Jamestown and Columbia College in the Sonora area. An E-Bike and E-Scooter Share Program would be implemented to encourage use of the new facility. VMT and GHG reductions were quantified using a combination of the updated Tuolumne County Regional Travel Demand Model (RTDM), the Tuolumne County VMT Impact Analysis Guidelines, and the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (CAPCOA Handbook). Overall project benefits on community health, air quality, and traffic congestion were be documented. The project is currently in the design phase.

SR 49 Safe, Healthy, and Equitable Streets Improvement Project – Tuolumne County, CA | Lead Transportation planner for preparation of a Traffic Operations Analysis Report (TOAR) for a project that would widen SR 49 in Jamestown, CA from 3 lanes to 5 lanes as well as construct new transit stops, class II bike lanes, sidewalks, a park-and-ride lot, and various geometric improvements to the intersections. The TOAR analyzed the operations of the project corridor under 3 project scenarios and 3 analysis years. Synchro/SimTraffic software was used to prepare HCM 7th edition delay results and 95th percentile queueing results at all study intersections. Highway Capacity Software (HCS) 2022 was used to calculate density-based LOS results for study roadway segments. Performance metrics including vehicle hours of delay, vehicle hours of travel, speed, vehicle miles traveled, and emissions were produced and used to compare the project alternatives. The TOAR also quantified the net change in VMT caused by the project using a combination of the Tuolumne County Regional Travel Demand Model and CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions.

Tuolumne County SB 743 Vehicle Miles Traveled Study – Tuolumne County, CA | Lead Transportation Planner on a project for Tuolumne County Transportation Council (TCTC) to complete a comprehensive Vehicle Miles Traveled (VMT) Study to assist Tuolumne County with revising their environmental analysis guidelines and metrics to be in conformance with the guidance outlined in California Senate Bill 743. A steering committee was established to help guide the process. Current best practices of VMT analysis were researched and summarized in a technical memorandum. Cellphone-based origin destination data was collected and analyzed to study current VMT trends. The Tuolumne County Regional Travel Demand Model (RTDM) was updated to have more capabilities when analyzing VMT and multi-modal improvements. The updated RTDM was calibrated against collected travel pattern data. New VMT tools were developed, including screening criteria, screening maps, spreadsheet-based sketch tools, and associated tool user guides. Tuolumne County VMT analysis processes and guidelines were also developed, and appropriate VMT thresholds were recommended for unincorporated Tuolumne County and the City of Sonora. A menu of feasible mitigation measures was considered and recommended. VMT training was provided to Tuolumne County public agency staff to assist with implementation.

Tuolumne County Transportation Council, Terra Vi VMT Analysis – Groveland, CA Lead Transportation Planner responsible for preparation of a Vehicle Miles Traveled (VMT) analysis in support of a proposed master planned hotel/lodging development located on SR 120 near Yosemite in Groveland, California. The development consisted of 100 guestrooms, 26 cabins, on-site employee housing, and a small public market. Estimated the development's VMT through a combination of the Tuolumne County Travel Demand Model, cell phone based trip data for similar land uses in the area, and analysis of project characteristics and available tourism data. VMT analysis took internal matching and use of provided shuttle service to Yosemite National Park into account. Development traffic was prepared in terms of both total VMT and VMT per hotel room. Reasonable thresholds for hotels were developed using substantial evidence to determine project impacts. Results were summarized in a project Environmental Impact Report traffic section.

APPENDIX B RATE SCHEDULES



MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2025

Engineering		Surveying	
Intern	\$65 - \$110	Survey Technician I-III	\$65 - \$185
Technician	\$95 - \$135	Lead Survey Technician	\$145 - \$165
Design Engineer I	\$125 - \$175	Survey Specialist I-III	\$135 - \$280
Design Engineer II	\$140 - \$220	Asst Surveyor I-III	\$140 - \$200
Sr. Technician	\$160 - \$215	Project Surveyor I-III	\$200 - \$305
Civil Engineering Designer	\$170 - \$260	* Chief of Party	\$205 - \$255
Project Engineer	\$170 - \$240	* Instrumentperson	\$205 - \$230
Sr. Project Engineer	\$210 - \$300	* Chainperson	\$205 - \$215
Sr. Technical Engineer	\$220 - \$245	* Apprentice	\$130 - \$185
Technical Lead	\$245 - \$300	* 2-Person Crew	\$375 - \$455
Sr. Technical Lead	\$285 - \$355	* 3-Person Crew	\$570 - \$675
Design Manager	\$365 - \$405	* Utility Locator	\$190 - \$250
Engineering Manager	\$365 - \$405	Drone	\$275
Sr. Engineering Manager	\$370 - \$495		
		Project Management & Oversight	
Construction Management		Project Manager	\$250 - \$335
Office Engineer	\$170 - \$270	Sr. Project Manager	\$280 - \$380
* Asst. Resident Engineer	\$240 - \$270	Survey Manager I-II	\$240 - \$410
* Inspector - CM	\$195 - \$275	SUE Program Manager	\$285 - \$315
Resident Engineer	\$310 - \$345	Division Manager	\$290 - \$420
Sr. Resident Engineer	\$350 - \$385	Principal	\$480 - \$520
Area Manager - CM	\$270 - \$305		
		Project Support	
Planning		Technical/Sr. Technical Writer	\$120 - \$160
Planner I	\$110 - \$140	Project/Sr. Project Assistant	\$85 - \$175
Planner II	\$155 - \$175	Project/Sr. Project Coordinator	\$130 - \$215
Sr. Planner	\$170 - \$235	Graphic/Sr. Graphic Designer	\$135 - \$235
		Project Accountant	\$125 - \$195
Landscape Architecture/Urban Design		Sr. Graphic Manager	\$215 - \$275
Landscape Intern	\$90 - \$105	Project Accountant Manager	\$225 - \$255
Landscape Designer I	\$115 - \$130		
Landscape Designer II	\$135 - \$170	District Management	
Landscape Architect	\$160 - \$195	* Inspector - Apprentice	\$95 - \$110
Sr. Landscape Architect	\$185 - \$210	* Inspector/Sr. Inspector	\$110 - \$195
		Assistant/Associate Sanitary Engineer	\$160 - \$235
Grant Writing		Sanitary/Sr. Sanitary Project Engineer	\$210 - \$300
Funding Specialist	\$140 - \$255	Operations/Deputy District Manager	\$270 - \$385
Sr. Funding Specialist	\$260 - \$305	District Manager-Engineer	\$395 - \$440
Funding Manager	\$335 - \$390		
		Special Services	
		Expert Witness	\$520
		Strategic Consulting	\$520

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, 2025; rates are subject to escalation with new hourly rate schedule as of July 1, 2025.

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



SACRAMENTO & ROSEVILLE FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$310
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$275
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$250
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$240
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$225
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$215
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$205
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$160
Designer	\$100
Senior CAD Technician/Graphics Designer II	\$190
Senior CAD Technician/Graphics Designer I	\$170
CAD Technician/Graphics Designer	\$150
Project Coordinator	\$165
Administrative Assistant	\$130
1 Person Survey Crew	\$245
2 Person Survey Crew	\$355
3 Person Survey Crew	\$455
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

^{*}LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 67 cents per mile.

Fee Schedule subject to change January 1, 2025.

HOURLY BILLING RATES EFFECTIVE MAY 2024

Job Classification							
Environmental Planning	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	Hourly Rate Range ^{1,2}	
Principal	Principal	Principal	Principal	Principal	Principal	\$190-\$400	
Associate	Associate	Associate	Associate	Associate	Associate	\$150-\$250	
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist/ Noise Engineer	Senior Archaeologist/ Architectural Historian/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$130–\$235	
Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	GIS Specialist	\$100-\$165	
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Field Archaeologist/ Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$85–\$130	
Office Services	·	·	·	<u> </u>			
Marketing						\$110-\$185	
Office Assistant						\$110-\$145	
Project Accou						\$110–\$135	
Document Management/Technical Editing/Graphics						\$115-\$160	

The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE MAY 2024¹

Des	cription	Unit Cost	Description	Unit Cost
Reproduction	(8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction	(8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction	(11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction	(11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production		\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive		\$5.00 per drive	Aerial Photo	Cost
Plotting		\$3.75 per sq ft	GPS Unit	\$75.00 per day
Aerial Drone		\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage	On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage	Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day

¹ Direct costs shall be reimbursed at cost plus 10 percent.

² Hourly rates are subject to review at least annually and may be adjusted to reflect changing labor costs at LSA's discretion.

BAE URBAN ECONOMICS SCHEDULE OF HOURLY FEES 2024

BAE contracts either on a fixed fee or time and material not to exceed basis. Contracts based on time and materials are subject to hourly fees for BAE professional staff.

Our hourly rates for calendar year 2024 are as follows:

Principal	\$310-\$340/hou
Associate Principal	\$295/hour
Director	\$285/hour
Vice President	\$280/hour
Senior Associate	\$220/hour
Associate	\$175/hour
Sr. Analyst	\$135/hour
Analyst	\$120/hour

Miscellaneous expenses such as data purchase, travel, document production, and conference calls are passed through to the client with no markup. Subconsultant contracts are subject to a charge of up to seven percent for BAE's administrative costs. These rates are subject to revision on or after January 1, 2025.



MONUMENT HOURLY RATE SCHEDULE

Right of Way Management & Implementation	n
Program Manager / Principal	\$290.00 per hour
Senior Project Manager / Sr. Utility Project Manager	\$210.00 per hour
ROW Project Manager 2 / Utility Project Manager 2	\$190.00 per hour
ROW Project Manager 1 / Utility Project Manager 1	\$160.00 per hour
Utility Coordinator	\$130.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$145.00 per hour
Acquisition Agent 2 / Relocation Agent 2 / Property Manager	\$120.00 per hour
Acquisition Agent 1/ Relocation Agent 1	\$110.00 per hour
Senior Project Coordinator	\$120.00 per hour
Project Coordinator 2	\$110.00 per hour
Project Coordinator 1	\$100.00 per hour
Senior Project Analyst	\$135.00 per hour
Project Analyst	\$110.00 per hour
Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$85.00 per hour
Project Controller 2	\$100.00 per hour
Project Controller 1	\$75.00 per hour
Project Support Specialist	\$75.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends beyond the initial term of the PSA, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

Move Forward









SACRAMENTO

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markthomas.com

EXHIBIT B 2

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	OTHER DIRECT COSTS - OPTIONAL			H	H	H		-			H,				00		\$0	0.000	\$	S	\$0	S



SCOPE OF WORK

TASK 1. PROJECT KICK-OFF, STEERING COMMITTEE, AND COORDINATION

Mark Thomas will manage the project team, which includes Mark Thomas, Wood Rodgers, LSA, BAE, and Monument ROW. 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 will include managing the team, coordinating with TCTC and the Steering Committee, and includes preparing contract paperwork, memos, letters and emails, making phone calls and maintaining project files. This activity commences with receiving the Notice-To-Proceed, continues through submittal of the key final project deliverables, and concludes when the project's Project Study Report—Project Development Support (PSR-PDS) is signed.

Mark Thomas will facilitate a kick-off meeting with TCTC and the Steering Committee. Members of the Steering Committee may include, but are not limited to, the Mayor of the City of Sonora, City Manager, City Community Development Director, BOS District 1 Representative, County Public Works Director, County Community Development Director, and other County Administrative staff or Caltrans staff as needed. The purpose of the meeting will be to discuss project expectations, project activities, schedule, and solidify roles and responsibilities. Mark Thomas will also provide the TCTC with monthly reports and coordinate bi-monthly Steering Committee meetings. Data collection will be completed in coordination with TCTC staff and the Steering Committee to ensure relevant material is obtained.

TASK 1.1. PROJECT KICK-OFF

TASK 1.2. STEERING COMMITTEE MEETINGS

TASK 1.3. PROJECT COORDINATION AND MONTHLY REPORTS

DELIVERABLES

- » Kick-off Meeting agenda and minutes (one hybrid meeting)
- » Bi-monthly Steering Committee meetings (8 virtual meetings)
- » Monthly PDT meetings; project team management, schedule, monthly invoices, and progress reports (18 virtual meetings)

TASK 2. ENGINEERING ANALYSIS OF ALTERNATIVE ALIGNMENTS

Mark Thomas will perform a PSR-level engineering analysis for the project. Mark Thomas will develop conceptual design plans for the viable build alternatives and present them to TCTC. We will screen the alternatives based on their performance, right of way and other community impacts and select the best viable alternatives. Mark Thomas design team will prepare conceptual plans for the top three to five alternatives. Plans will include horizontal alignments, typical sections, profiles and super-elevation diagrams. The plans will clearly show the lane configurations of Greenley Road and the intersections along with bike/pedestrian improvements.

This task will include a review and summary of past efforts and future planned efforts, inclusive of the county's 2006 study and alignments considered in the 1980s. Alignments identified in the past will be reviewed for system connectivity, consistency with project goals and cost benefit. The impact to Vehicle Miles Traveled (VMT), emergency evacuations, and emissions of alignments in the 2016 Regional Transportation Plan will be discussed to inform the progression of the Project.



In addition to the Greenley Road 1987 alignment, additional alignments addressing input from the public and project management team will be considered in the PID as appropriate. The potential need for tunnels and bridges will be studied for constructability, cost, and environmental impact assessment. The proposed route(s) will consider viable alternative intersection locations along SR 49. Three alignments will be carried forward and analyzed for cost, traffic impacts, environmental assessment, and ROW needs. Alternatives will be evaluated for consistency with the Climate Action Plan for Transportation Infrastructure (CAPTI), Congested Corridor Program, and other applicable State guidance. Project design will look to provide connectivity to adjacent roads.

TASK 2.1. BACKGROUND RESEARCH AND DATA COLLECTION

TASK 2.2. DEVELOP PURPOSE AND NEED

TASK 2.3. IDENTIFY DESIGN ALTERNATIVES

DELIVERABLES

- » Summary of past and future planned efforts
- » Draft and final purpose and need statement for review and approval by City and County
- » Geometric layouts (3 alternatives)
- » Typical cross sections per alternative (3 alternatives)
- » Cost estimates (3 alternatives)
- » Evaluation documentation form

TASK 3. RIGHT OF WAY NEEDS

During the preliminary planning phase, Monument will work in collaboration with the team to assist in analyzing the right-of-way requirements and provide input that result in minimizing property impacts and right-of-way capital cost.

- » Review and analyze proposed plans and determine potential right-of-way acquisition requirements.
- » Take an inventory of the affected properties.
- » Using public Assessor's Roll information, investigate the ownership, lot size, and building size of each affected property.
- » Develop a rough order of magnitude on high profile parcels for consideration of potential design alternatives to minimize property impacts.
- » Provide input on potential solutions to mitigate impacts to private property and affected business and residential occupants.

Once the needs are defined, Monument will prepare a preliminary ROW budget, create a schedule to acquire the property, and determine the process to acquire any new rights. The process for acquiring rights will outline the steps for both a private acquisition and any acquisitions from a public agency.

- » Inventory of affected properties
- » Visual inspection of each property
- » Prepare estimate
- » Right of Way Cost Estimate and Data Sheet

DELIVERABLES

» Alternative analysis for ROW impacts (up to 3 alternatives)



» Preliminary ROW budget for up to 3 alternatives, includes impacts to up to 30 total parcels and 4 land uses.

TASK 3A. MINING CLAIMS ASSESSMENT AND ANALYSIS (OUT OF BUDGET TASK)

In a confidential document, the impact to mining claims in the area will be studied.

TASK 4. TRAFFIC STUDY

Wood Rodgers will prepare a Traffic Study to analyze and compare three to five project alignment alternatives. The Traffic Study will meet all Caltrans requirements for a Traffic Engineering Performance Assessment (TEPA) and Traffic Operations Analysis Report (TOAR). The Traffic Study will also analyze and address public concerns regarding the project and provide performance measures to rank the alternatives. Study scenarios and study facilities to include existing, opening year, opening year plus project, design year, and design year plus project.

The results of the prior tasks will be summarized in order to create performance measures for the project alternatives, which could potentially include ADT, Truck Volumes, VMT, Travel time, Person hours travel, Average speed, Person hours delay. Performance measures will be used to compare alternatives and as inputs for environmental analyses.

Study intersections are anticipated to include

- » SR 49 & Greenley Road Extension (potentially multiple locations)
- » SR 49 & Shaws Flat Road/Columbia Way
- » SR 49 & W School Street
- » SR 49/S Washington St & SR49/W Stockton Street
- » S Washington Street & Restano Way
- » Greenley Road & Lyons Bald Mountain Road
- Study roadways are anticipated to include:
- » Washington Street
- » Greenley Road
- » Greenly Road Extension
- » Stewart Street

- » Greenley Road & Morning Star Drive/Cabezut Road
- » Greenley Road & Sonora Elementary School Driveway
- » Greenley Road & Delnero Drive
- » Greenley Road & Mono Way
- » Lyon's Bald Mountain Road
- » Mono Way
- » Stockton Street
- » Jamestown Road

TRAFFIC VOLUMES

Historical traffic counts for study roadways and intersections will be compiled from the Tuolumne County Regional 2024 Transportation Plan (RTP) Update and associated traffic study prepared by Wood Rodgers, as well as other recent studies. Wood Rodgers will collect new typical weekday AM and PM peak hour counts at the study intersections and average daily traffic (ADT) counts at the study roadways. Project Opening Year forecasts will be prepared using lists of planned developments in the study area, including the planned low-income development on Greenley Road which Wood Rodgers prepared the Traffic Study for in 2021. Project Design Year Traffic Volumes will be prepared using the latest version of the Tuolumne County Regional Travel Demand Model (RTDM) which Wood Rodgers updated as part of the 2024 RTP Update.

The latest Tuolumne County RTDM developed by Wood Rodgers for the 2024 RTP Update includes many of the Greenly Road Extension alternative alignments as constrained and unconstrained improvements. Wood Rodgers will



utilize the RTDM and our experience in the area to quickly produce calibrated with-project traffic volumes for study area facilities. Rerouted traffic volumes due to the project will be presented via an exhibit.

LOS

A Level of Service (LOS) and delay analysis will quantify the project alternative effects on congestion through both Downtown Sonora and the Greenley Road corridor. In addition, intersection analysis will provide the ability to calculate travel times with much higher accuracy as discussed in the next task. Wood Rodgers will leverage the 2024 RTP Update Synchro Model, which contains overlap with the project study area, to efficiently prepare a Highway Capacity Manual (HCM) based LOS, delay, and queuing analysis of the study intersections without and with the project alternatives. The study roadways will be analyzed following the TCTC Generalized ADT LOS Lookup Table methodology under all alternatives and scenarios.

Traffic Study Report

Wood Rodgers will summarize the results of the data collection and analysis on traffic volumes and LOS in a Traffic Study Report that will meet Caltrans TEPA requirements and could be used as the starting point for a future TOAR. Wood Rodgers will respond to one round of County/Caltrans comments.

TRAVEL TIMES

Wood Rodgers will use a combination of the Tuolumne County RTDM and the study area Synchro model prepared for the LOS analysis to create detailed and accurate travel time comparisons of the project alternatives. The RTDM will be used for general roadway travel time estimates, and then the relevant intersection delays from the Synchro model for each scenario will be added in order to estimate true congested travel times including control delays. The existing conditions travel times in Downtown Sonora may be calibrated against field travel time measurements to ensure this methodology produces accurate results.

Travel times will be estimated for the following routes for all scenarios:

- » SR 49/Parrotts Ferry Road Intersection to Mono Way Intersection
- » Mono Way Intersection to SR 49/Parrotts Ferry Road Intersection
- » SR 49/Parrotts Ferry Road Intersection to Sonora Hospital

TRUCKS

The existing Greenley road is not set up to accommodate large semi-trucks and the proposed extension is not expected to accommodate trucks either. The SR 49 Congested Corridor Plan and the 2016 Regional Transportation Plan calls for goods movement routes to be focused West of Sonora. Traffic studies will consider design features and regulations that would discourage semi-trucks on Greenley and downtown Sonora. This will reduce impacts from emissions to nearby schools and disadvantaged neighborhoods adjacent to the route.

The Traffic Study will prepare a list of recommendations for federal, state, and County approved traffic calming style countermeasures to discourage semi-trucks on Greenley Road and through Downtown Sonora. Percent truck traffic estimates will also be provided for use in the environmental analyses. It should be noted that Wood Rodgers completed a planning-level evaluation of two potential westerly truck bypass options on Rawhide Road and Jamestown Road as part of the RTP Update.

PERFORMANCE MEASURES

The results of the prior tasks will be summarized in order to create performance measures for the project alternatives, which could potentially include:

» ADT

» VMT

» Truck Volumes

» Travel time



» Person hours travel

» Person hours delay

» Average speed

Performance measures will be used to compare alternatives and as inputs for environmental analyses.

Expanded Traffic Study Report

While a TOAR is not required for a PID level document, given the request for a time study and trucks, Wood Rodgers will summarize the results in an expanded Traffic Study Report that will meet Caltrans TEPA and TOAR requirements. Wood Rodgers will respond to one round of County/Caltrans comments.

- TASK 4.1. EXISTING CONDITIONS AND TRAFFIC VOLUMES
- TASK 4.2. ANALYZE TRAFFIC OPERATIONS LOS
- **TASK 4.3. TRAFFIC STUDY REPORT TEPA**
- **TASK 4.4. TRAVEL TIMES AND TRUCKS**
- TASK 4.5. PERFORMANCE MEASURE DEVELOPMENT AND ANALYSIS
- TASK 4.6. EXPANDED TRAFFIC STUDY REPORT TEPA AND TOAR

DELIVERABLES

- » Approach and methodology memo
- » TEPA
- » TOAR
- » Performance measures analysis memo

Optional Task 4A - VMT and Safety Evaluation

Safety

Wood Rodgers will compile the latest five years of Caltrans Traffic Accident Surveillance and Analysis System (TASAS) and Statewide Integrated Traffic Records System (SWITRS) for the study area. Collision data will be summarized, trends will be identified, and safety countermeasures will be recommended. Particular attention will be paid to the areas around Sonora High School and Sonora Elementary School.

VMT

Wood Rodgers will build upon the RTDM and California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions based Vehicle Miles Traveled (VMT) analysis prepared for the 2024 RTP Update to quantify the effects of the project alternatives on VMT. Net Change in Study area VMT will be estimated for all project alternatives. Without project study area VMT will also be analyzed.

and Safety Memo

Wood Rodgers will summarize the results of Tasks 4.2.1 and 4.2.2 in a technical memorandum. Wood Rodgers will respond to one round of County/Caltrans comments.



TASK 5. CONSULTATION WITH PROPERTY OWNERS

Targeted outreach and early coordination with property owners likely to be impacted by the Project, and ultimately construction, is critical to the project's success. In consultation with TCTC, Mark Thomas will develop a robust plan for interacting early with property owners in a way that will ensure they are collaborated with and their concerns are considered in the development of Project alternatives and design concepts. Detailed documentation of outreach, communications, and a response to comments will be developed and provided to TCTC.

A public and stakeholder engagement plan will be developed in concert with Task 6.

TASK 5.1. DEVELOP PROPERTY OWNER ENGAGEMENT AND COMMUNICATIONS PLAN

TASK 5.2. PROJECT FACT SHEETS AND MATERIALS

TASK 5.3. ONE-ON-ONE AND GROUP MEETINGS

TASK 5.4. RESPONSE TO COMMENTS

DELIVERABLES

- » Property owner engagement plan
- » Project fact sheets
- » Meeting materials and minutes (up to 12 virtual meetings and two days of in-person one-on-one meetings)
- » Response to comments and documentation of communications

TASK 6. PUBLIC OUTREACH

Mark Thomas will lead and develop a comprehensive public outreach effort for the project that meets the requirements of legislation and is approved by the TCTC. Mark Thomas will conduct public workshops, prepare notices, graphics, displays, and will compile all comments received. Public outreach for this process will be robust, provide public education and information on the project, and ensure all outreach goals are met.

Outreach will also include targeted outreach to disadvantaged, minority, environmentally sensitive, tribal and low-income individuals. Additional focused outreach efforts will be developed for area home owners, Sonora Elementary School, Sonora Regional Hospital, and City merchants.

Outreach efforts will include meeting with individual properties owners and merchants along the corridor to receive and record input on the project. As part of this task, Mark Thomas will work with TCTC to develop an independent project web page on TCTC's website to include updated information on the project, schedule and timeline, project documents and fact sheets, and opportunities for input.

Outreach plan to outline:

- » Goals and objectives
- » Focus & desired audiences
- » Key project messaging
- » Communications and outreach tools

- » Strategies for engagement with under-served communities
- » Proposed activities and timelines
- » Roles and responsibilities of the Mark Thomas Team, agency staff, and Steering Committee



TASK 6.1. PUBLIC OUTREACH PLAN

TASK 6.2. PROJECT WEBPAGE

TASK 6.3. PUBLIC WORKSHOPS AND TABLING EVENTS

TASK 6.4. STAKEHOLDER MEETINGS

TASK 6.5. SUMMARY OF OUTREACH AND RESPONSE TO COMMENTS

DELIVERABLES

- » Public outreach plan
- » Updated project webpage (monthly updates)
- » Updated project fact sheet (as needed)
- » Public workshops and tabling (two in-person events)
- » Stakeholder meetings (up to six virtual stakeholder meetings. Some meetings may be in-person when scheduled during in-person event days)
- » Meeting materials including, but not limited to;
 - sign-in sheets
 - PPT presentations
 - display boards
 - public notices
 - press releases
 - newspaper postings
 - social media postings
 - email blasts
- » Summary of outreach and response to comments

TASK 7. ECONOMIC IMPACT ANALYSIS

BAE will collect a range of information on economic conditions in the corridor that would be bypassed by the proposed Connector. This will include documentation of existing housing units and commercial buildings per County Assessor's data for parcels within the affected area. BAE will request that the County provide the assessor's parcel data (including GIS parcel map and parcel data file) if it is not being provided to the consultant team for other purposes. BAE will also collect available data on real estate market values within the area, based on recent property sales and current sales listings for properties within the affected area. BAE will also compile comparative real estate valuation data for the City of Sonora and Tuolumne County as a whole, from sources such as ListSource and CoStar. BAE will also request from the City of Sonora a compilation of current and historical taxable retail sales trend data at the establishment level, for the affected area and for the City as a whole, for comparison with trend data for the County as a whole published by the California Department of Tax and Fee Administration.

Finally, BAE will request travel pattern data from the consultant team's traffic consultant for people who travel through the area that would be affected by the bypass. This anonymized data from mobile devices that use location-based services typically will include the origins and destinations of people who are present in, or pass through the affected area, at various times of day, days of the week, etc., which will be valuable to help establish an understanding of how people are currently using the affected area. It will be valuable to understand the proportion of people in the Downtown area who work there, who stop to shop or do other activities there, or who are simply passing through en-



route to other destinations, and where these people come from (i.e., originate from nearby versus traveling from out of the area) at different times of the day, days of the week, or seasonally.

Interview Knowledgeable Local Representatives

To augment information garnered through compilation and analysis of data from various sources in Task 7a., BAE will also conduct interviews with up to six knowledgeable local individuals regarding existing economic conditions in the affected area compared to elsewhere in the City of Sonora and Tuolumne County more generally. These interviews may include people such as local economic development professionals, local real estate experts (residential as well as commercial sector), Chamber of Commerce or other business sector representatives and others who may be identified in consultation with local officials.

Draft and Final Reports

Upon completion of Tasks 7a and 7b (and 7c, if included), BAE will prepare a Draft memo to document the research, analysis, and findings from those tasks. BAE will synthesize the information from the Task 7 work to provide an assessment of the potential economic impacts to Downtown Sonora, based the understanding of Downtown Sonora's current conditions in the context of citywide and countywide conditions, the details of the proposed bypass, similarities (and dissimilarities to the context and circumstances of the case study bypass projects, if included), and other relevant factors that BAE may identify in the course of completing the tasks. BAE will submit a Draft memo in electronic format for staff review and comment. BAE's project manager will be available to meet by web-meeting to review and discuss the Draft report and answer any questions. Upon receipt of a single, consolidated set of comments on the Draft report, BAE will make revisions as appropriate and prepare a Final report. BAE will submit the final report in electronic format.

BAE's project manager will be available to present the Draft and/or Final Report, if requested. The cost for presentations will vary depending on whether the presentation is via web-meeting or in-person. Costs for presentations will include time to prepare a brief PowerPoint slide show summarizing the report and its findings. Costs for in-person presentations will include travel time, auto usage, and meals. The budget shown for Task 7e assumes one virtual meeting and one in-person meeting.

TASK 7.1. EXISTING CONDITIONS

TASK 7.2. INTERVIEW LOCAL REPRESENTATIVES

TASK 7.3. CASE STUDY RESEARCH

TASK 7.4. DRAFT & FINAL IMPACTS MEMO

DELIVERABLES

- » Document existing conditions and case study research
- » Draft and Final Impacts Memo

TASK 7A. CASE STUDIES OF IMPACTS FROM OTHER BYPASS PROJECTS (OUT OF BUDGET TASK)

As an optional task, BAE will collect case study information for up to three other locations that have seen highway traffic diverted past their commercial cores by highway bypass projects. This will include the Highway 49 Bypass at Sutter Creek completed in 2006 and the Angels Camp Bypass completed in 2009, as well as one additional bypass project, to be determined in consultation with local officials. For each case study project, BAE will contact a local government



official, and local business representative, and a local real estate professional to interview regarding the impacts of their local bypass projects in terms of effects on business activity in the affected area and impacts on property values in the affected area. BAE will also seek to obtain and review copies of any pre- or post-project impact analyses that were conducted for any of the bypass projects. BAE will analyze the characteristics of the case-study bypass projects and the proposed Sonora bypass project for similarities and differences that may lead to differences in impacts and BAE will seek to highlight key impacts and lessons learned from the case studies that would influence how Sonora might be affected by a bypass and whether it is possible to identify any special project characteristics or implementation considerations that should be highlighted for the development of a Sonora bypass project that would minimize adverse impacts and enhance any potential benefits from a local bypass project.

TASK 8. ENVIRONMENTAL ASSESSMENT

Preliminary Environmental Assessment Report (PEAR)

LSA will prepare the PEAR document based on the Caltrans Volume 1, Chapter 5, and the PEAR form template (revised June 2020) that evaluates the proposed roadway improvements. The PEAR will consider one no-build alternative and three (3) distinct build alternatives.

LSA's level of effort assumes one round of review by the client (up to 8 hours of staff time), and two rounds of Caltrans District 10 review/responses (one review [up to 10 hours of staff time] and one backcheck of comment responses [up to 6 hours of staff time] concurrent with approval of the PEAR) prior to finalization and signature of the PEAR for attaching to the PSR-PDS.

Purpose and Need, Description of Work, Alternatives

LSA will work closely with the Project Engineer to prepare a thorough Draft Project Description, which will include a project purpose and need statement, and discussion of the Build Alternatives and No-Build Alternative. The Project Description will provide the level of detail necessary for the PEAR technical summaries. For example, the project description will include extensive details about the purpose of the project, the existing environmental setting, a description of the proposed project components, 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 draft project description to the Project Engineer and a final version will be prepared after response to comments. Preparation of the technical summaries will commence after the project description is approved. If changes to the description of the alternatives or additional physical area is added to the project limits after technical analysis has commenced, an amendment to the technical studies scope/budget provided below may be warranted.

Anticipated Environmental Approval, Special Environmental Considerations, Anticipated Environmental Commitments

LSA will complete the anticipated environmental approval after completion of the PEAR technical studies and in consultation with the Project Engineer. However, LSA will not perform any coordination related to California Department of Transportation (Caltrans) Headquarters concurrence on the National Environmental Policy Act (NEPA) class of action. LSA will complete the section on special environmental considerations that may affect project delivery or extend the environmental process. Finally, LSA will prepare the anticipated environmental commitments known at the time of preparation.



Permits and Approvals

LSA will complete the section for permits and approvals anticipated for the project.

Level of Effort: Risks and Assumptions

As part of the PEAR technical summaries, LSA will identify the project's environmental risks and assumptions and coordinate with the Project Engineer to incorporate these into the project's Risk Register.

PEAR Technical Summaries

LSA will prepare the PEAR technical summaries based on a review of aerial photography, applicable plans, and environmental documents (e.g., City General Plans and General Plan EIRs). The PEAR will include a preliminary determination of the level of technical studies necessary during the Project Approval and Environmental Documentation (PA/ED) phase. The PEAR will follow the current Caltrans Volume 1, Chapter 5, and the PEAR form template (revised June 2020) and will discuss all CEQA topics to satisfy TCTC's Environmental Scoping Plan process.

- Land Use: LSA will review relevant local global positioning system (GPS) and zoning maps/land uses and determine general compatibility of adjacent land uses with the proposed project. A preliminary identification of any potential Section 4(f) properties in the project area will be made.
- Growth: LSA will review the City of Sonora General Plan and other local plans and prepare a discussion of the project's potential impacts on growth.
- Farmlands/Timberlands: LSA will review relevant zoning maps/land uses, Williamson Act information, and the California Farmland Mapping and Monitoring Program maps.
- Community Impacts: LSA will review relevant GPS aerial images/mapping and perform general research to support a preliminary determination of community cohesion and any potential impacts. Census data will be used to provide general demographic information as well as to make a preliminary determination of the presence/absence of environmental justice populations as compared to Tuolumne County overall. Brief information regarding specific community and public facilities and emergency services in the area will be provided. LSA will also review relevant planning documents and coordinate with the Project Engineer to assess existing and future evacuation routes.
- Visual/Aesthetics (Optional Task 2): LSA will prepare a draft Caltrans Visual Impact Assessment (VIA)
 Questionnaire to support the level of VIA documentation proposed. Additionally, LSA will review the City of Sonora General Plan, and other local plans, and discuss visual resources within the project vicinity.
- Cultural Resources: LSA will request a records search in order to determine the presence/ absence of known
 resources within the area of the proposed project. LSA will also review the Office of Historic Preservation's
 Directory of Properties, Caltrans' Historic Bridge Inventory, and historic aerial photographs as available, in
 order to determine the potential impacts to historic or potentially historic properties. In the PEAR, LSA will
 also identify the need for tribal consultation in the project approval and environmental documentation
 phase of the project.
- Hydrology/Floodplains: LSA will review the most recent available Federal Emergency Management Agency (FEMA) maps to determine if the proposed project has the potential to encroach upon a 100-year floodplain.



- Water Quality/Stormwater Runoff: LSA will determine the relevant watershed in which the project is located, provide a brief discussion of impairments, total maximum daily loads (TMDLs), and a brief discussion of risks and Best Management Practices (BMPs). LSA will also provide a brief discussion of groundwater characteristics in the project area. Relevant and applicable permits required for project construction will be identified.
- Geo/Soils/Seismic/Topo: LSA will review relevant General Plans, California Department of Conservation Special Studies Zone Maps, and U.S. Department of Agriculture Natural Resources Conservation Service General Soil Maps to provide information regarding the current geological, soils, seismic, and topographical conditions in the project area.
- Paleontology: LSA will examine available known geologic maps of the project area, review relevant geological
 and paleontological literature, and conduct a fossil locality search through the University of California Museum
 of Paleontology (UCMP) at the University of California, Berkeley, in order to make a preliminary determination
 of the potential for paleontological resources within the project area and the appropriate paleontological
 document to be prepared during PA/ED.
- Hazardous Waste/Materials: LSA will incorporate the results of the ISA checklist prepared by the team.
- Air Quality: LSA will determine attainment/nonattainment/maintenance status for relevant pollutants, provide a
 brief discussion of potential air quality impacts, and determine if an air quality conformity determination will be
 necessary. LSA will also confirm the project's listing status and Project Description in the most recent Federal
 Transportation Improvement Program/Regional Transportation Plan (FTIP/RTP) and provide a brief discussion
 of any applicable air quality permits or measures (including but not limited to dust control) that may be
 necessary during construction.
- Noise/Vibration: LSA will determine the proposed project "type" as defined by 23 CFR 772 and the *Caltrans Traffic Noise Analysis Protocol* (April 2020) and identify the scope of the noise/vibration studies that would be required during the PA/ED phase. A brief discussion of potential receptors within or adjacent to the project and potential impacts, as well as the possible need for abatement, will be provided.
- Energy: LSA will provide a summary of the potential energy-related impacts of the project and make a
 preliminary determination if an energy technical report will be required during PA/ED. If so, a general
 assessment of the scope of the analysis will be provided.
- Climate Change: LSA will provide a summary of the anticipated greenhouse gas (GHG) related impacts and adaptation considerations to be considered in more detail during PA/ED, as well as provide a discussion of the necessary analyses to be conducted in PA/ED. This includes a determination of capacity expanding, potential increases in operational emissions, and a discussion of the need for a qualitative versus quantitative analysis in PA/ED. As the project is not located at the coast or in an area vulnerable to sea level rise, neither sea level rise nor relevant adaptation measures will be discussed in the PEAR.
- Biological Resources: LSA will provide a description of the setting and any known sensitive biological resources
 present in the project area (up to a two-mile radius) per the California Department of Fish and Wildlife (CDFW)
 California Natural Diversity Database (CNDDB), the United States Fish and Wildlife (USFWS) Information for
 Planning and Consultation (IPaC), and the California Native Plant Society online inventory. Specific technical
 studies needed in the PA/ED phase, including focused surveys (including the duration and timing of those
 surveys), will be discussed, as well as the need for regulatory agency coordination and/or permits. The



anticipated level of biological studies will be provided, as well as general information related to potential biological mitigation measures that may have potential risks to the project moving forward into PA/ED and later stages. One map of potential resources in the project area will be provided.

- Cumulative Impacts: LSA will review any relevant Regional Transportation Plan (RTP) plan-level cumulative impact analyses that may be relevant, and provide general text regarding the need for an assessment of cumulative impacts during PA/ED.
- Context Sensitive Solutions: LSA will provide a brief discussion of potential Context Sensitive Solutions (CSS) that could be employed in the design of the project.

Summary Statement for the Project Initiation Document

LSA will prepare a brief summary statement of the PEAR findings for the Project Initiation Document (PID).

Attachments

LSA will complete the PEAR attachments including PEAR Environmental Studies Checklist and Mitigation and Compliance Cost Estimate.

TASK 8.1. PRELIMINARY INVESTIGATIONS AND DATABASE SEARCHES

TASK 8.2. PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT (PEAR)

TASK 8.3. SUMMARY REPORT OF ENGAGEMENT

DELIVERABLES

- » Database search results
- » Admin and Draft PEAR and response to comments
- » Final PEAR
- » AB 52 Tribal Notifications

TASK 8A. ENVIRONMENTAL ASSESSMENT–AIR QUALITY ANALYSIS (OUT OF BUDGET TASK)

As part of the RFQ Scope of Work, TCTC has requested an Air Quality Analysis Report with Project Level Conformity and Hot Spot analysis. In scoping the project this task is being proposed as an additional task above the maximum available budget.

Tuolumne County is identified as a state and federal non-attainment area for Ozone emissions and the new roadway could substantially change traffic patterns within and around the City of Sonora including truck trips on State Route 49 through downtown Sonora. Four potential sensitive receptors that could be affected by changes in traffic and truck route patterns include: 1) Sonora High School, 2) Sonora Elementary School, 3) Downtown Sonora and 4) Sonora Hospital. An Air Quality Analysis Report with Project Level Conformity and Hot Spot analysis at the sensitive receptor locations should be provided based on the results of the Traffic Impact Analysis model for the three build alternatives. If the hot spot analysis shows the potential for increased emissions associated with changes in traffic and/or truck travel patterns that could adversely affect the sensitive receptors, mitigation options, where feasible, should be provided in



the Air Quality Analysis Report. All analysis under this task should be done consistent with Caltrans and FHWA requirements so that it can be used as supporting documentation during the environmental document and project approval (PA&ED) phase off the project.

Upon receipt of the accepted Traffic Impact Analysis and 30% level of design detail, LSA will perform all activities related to air quality and greenhouse gas (GHG) emissions impact analyses for use in the environmental document and will prepare an Air Quality Report that documents the study results. The Air Quality Report will be prepared in accordance with the following protocols/guidelines: Caltrans Supplemental Environmental References (SER) Chapter 11 – Air Quality and Chapter 16 – Climate Change. LSA will prepare the air quality technical report with the required criteria pollutants and GHG emission analysis and determine the significance of the potential air quality and GHG impacts of the for the following conditions: "existing", "existing plus Project", "opening year without project", "opening year plus project", "forecast year without project", and "forecast year plus Project", where "Project" represents each of the three build alternatives. LSA will use the most current version of the Caltrans roadway construction model and CT-EMFAC onroad vehicle emission model to calculate both criteria pollutants and GHG emissions for construction and operational emissions, respectively."

DELIVERABLES

- » Air Quality Report (AQR) (electronic copy)
- » Air Quality Conformity Report (AQCR) (electronic copy)
- » Air Quality Conformity Checklist (electronic copy)

TASK 9. UPDATED COST ESTIMATE, SCHEDULE, AND FINANCING PLAN

Mark Thomas will prepare the PSR-PDS document in accordance with Chapter 9 and Appendix S of the Caltrans PDPM. Mark Thomas will prepare supporting documentation required for the PSR-PDS based upon the requirements of the Caltrans Project Development Procedures Manual (PDPM).

Supplemental checklists and forms will be required for the approval of the PSR-PDS, which includes the Design Scoping Index, Transportation Planning Scoping Information Sheet, Survey Needs Questionnaire, and Division of Engineering Services PSR-PDS Scoping Checklist.

The documentation will include next steps and associated schedule for delivery of the project. A proposed financing plan will be developed for the project that identifies potential federal, state and local funding sources for the Project. The financing plan will provide separate financing strategies for Plan Approval and Environmental Documentation, Right of Way Acquisition and Construction.

TASK 9.1. COST ESTIMATES

TASK 9.2. FINANCING PLAN

TASK 9.3. DRAFT PID DOCUMENT

TASK 9.4. FINAL PID DOCUMENT

DELIVERABLES

- » Cost estimates
- » Financing plan
- » Response to comments
- » Admin Draft, Draft, and Final PSR-PDS



OPTIONAL TASK 1 ANNEXATION SCENARIO POSSIBILITIES

BAE can assist the City of Sonora and Tuolumne County with analysis to facilitate agreement on a property tax sharing agreement that can be incorporated into an agreement annexation of property for the Greenley Road extension project into the City of Sonora. BAE's work can include sub-tasks as desired.

BAE will review and request all relevant background information including any previously negotiated tax sharing agreements, tax increment allocation factors, and budget documents. BAE will consult with staff from the City of Sonora to develop a set of assumptions regarding future development that could occur within the area that is subject to annexation. These assumptions would inform projections of future revenue generation and also future service demand for both the City and the County.

BAE will prepare a simple fiscal impact analysis for the City and for the County, to project increases in General Fund revenues and costs, based on build-out of the annexation area consistent with the assumptions developed. The fiscal model for each jurisdiction will primarily rely on average cost and revenue multipliers based on the current budgets and current service populations within the City and the County, respectively.

BAE will model the property tax revenues based estimates of the change in assessed value, and various scenarios for sharing of the portion of the property tax that would be available for sharing within the area. If possible, BAE will identify a property tax revenue sharing split that would make both the City and the County fiscally whole, considering their other projected revenues and projected service cost increases and the potential for the City to make fiscal mitigation measures a condition of approval of new development in the annexation area that would be entitled post-annexation. If the fiscal models project fiscal deficits, BAE will seek to identify a property tax revenue sharing split that would equitably distribute the fiscal impacts between the City and the County. This information will be provided to the City and County to inform their discussions seeking a mutually agreeable property tax revenue sharing agreement.

BAE can support ongoing property tax sharing negotiations between the City and the County. BAE will be available to update revenue sharing calculations to test the fiscal impacts to the City and the County under different revenue sharing arrangements that the parties may wish to explore. BAE can also make other modifications to the fiscal impact models for the City and/or the County, to test the sensitivity of the fiscal projections to varying assumptions affecting the revenue projections or the cost projections. BAE will also be available to meet and discuss sensitivity testing and potential revenue sharing arrangements with the City and County representatives to support the negotiations.

TASK OT 1A. REVIEW BACKGROUND INFORMATION

TASK OT 1A. DEVELOP LAND USE AND DEVELOPMENT ASSUMPTIONS FOR AREA TO BE ANNEXED

TASK OT 1A. PREPARE FISCAL IMPACT ANALYSIS FOR CITY AND COUNTY TASK OT 1A. PROVIDE NEUTRAL SUPPORT FOR REVENUE SHARING NEGOTIATIONS

DELIVERABLES

- » Assumptions memo
- » Fiscal impact analysis
- » Findings and recommendations

Optional Task 2 Visual Impact Analysis

Initial public outreach saw concern expressed that the road would severely impact the natural attributes / aesthetics of the land it plans to go through. Optional Task 1 would include photo simulations and other visualization exhibits that



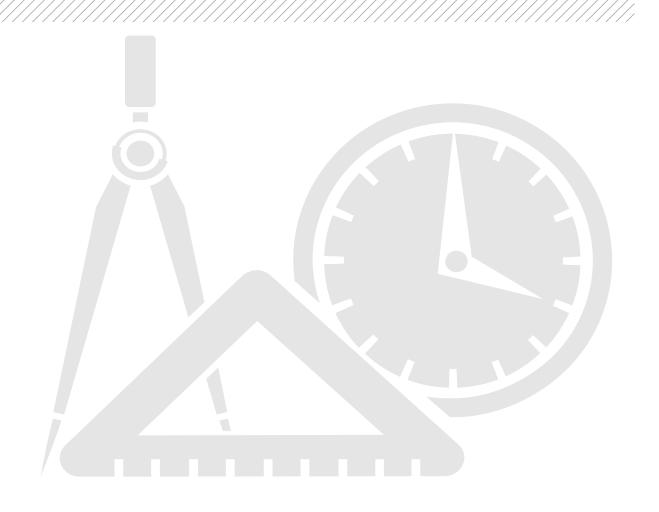
illustrate the proposed project alternatives, evaluate the expected visual change caused by a project, assess public reaction to the expected change, identify visual impacts, and recommend measures to avoid, minimize or mitigate adverse visual impacts.

LSA will prepare a draft Caltrans Visual Impact Assessment (VIA) Questionnaire to support the level of VIA documentation proposed. Additionally, LSA will review the City of Sonora General Plan, and other local plans, and discuss visual resources within the project vicinity.

DELIVERABLE

» Visual impact analysis

APPENDIX B RATE SCHEDULES



MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2025

Engineering		Surveying	
Intern	\$65 - \$110	Survey Technician I-III	\$65 - \$185
Technician	\$95 - \$135	Lead Survey Technician	\$145 - \$165
Design Engineer I	\$125 - \$175	Survey Specialist I-III	\$135 - \$280
Design Engineer II	\$140 - \$220	Asst Surveyor I-III	\$140 - \$200
Sr. Technician	\$160 - \$215	Project Surveyor I-III	\$200 - \$305
Civil Engineering Designer	\$170 - \$260	* Chief of Party	\$205 - \$255
Project Engineer	\$170 - \$240	* Instrumentperson	\$205 - \$230
Sr. Project Engineer	\$210 - \$300	* Chainperson	\$205 - \$215
Sr. Technical Engineer	\$220 - \$245	* Apprentice	\$130 - \$185
Technical Lead	\$245 - \$300	* 2-Person Crew	\$375 - \$455
Sr. Technical Lead	\$285 - \$355	* 3-Person Crew	\$570 - \$675
Design Manager	\$365 - \$405	* Utility Locator	\$190 - \$250
Engineering Manager	\$365 - \$405	Drone	\$275
Sr. Engineering Manager	\$370 - \$495		
		Project Management & Oversight	
Construction Management		Project Manager	\$250 - \$335
Office Engineer	\$170 - \$270	Sr. Project Manager	\$280 - \$380
* Asst. Resident Engineer	\$240 - \$270	Survey Manager I-II	\$240 - \$410
* Inspector - CM	\$195 - \$275	SUE Program Manager	\$285 - \$315
Resident Engineer	\$310 - \$345	Division Manager	\$290 - \$420
Sr. Resident Engineer	\$350 - \$385	Principal	\$480 - \$520
Area Manager - CM	\$270 - \$305		
		Project Support	
Planning		Technical/Sr. Technical Writer	\$120 - \$160
Planner I	\$110 - \$140	Project/Sr. Project Assistant	\$85 - \$175
Planner II	\$155 - \$175	Project/Sr. Project Coordinator	\$130 - \$215
Sr. Planner	\$170 - \$235	Graphic/Sr. Graphic Designer	\$135 - \$235
		Project Accountant	\$125 - \$195
Landscape Architecture/Urban Design		Sr. Graphic Manager	\$215 - \$275
Landscape Intern	\$90 - \$105	Project Accountant Manager	\$225 - \$255
Landscape Designer I	\$115 - \$130		
Landscape Designer II	\$135 - \$170	District Management	
Landscape Architect	\$160 - \$195	* Inspector - Apprentice	\$95 - \$110
Sr. Landscape Architect	\$185 - \$210	* Inspector/Sr. Inspector	\$110 - \$195
		Assistant/Associate Sanitary Engineer	\$160 - \$235
Grant Writing		Sanitary/Sr. Sanitary Project Engineer	\$210 - \$300
Funding Specialist	\$140 - \$255	Operations/Deputy District Manager	\$270 - \$385
Sr. Funding Specialist	\$260 - \$305	District Manager-Engineer	\$395 - \$440
Funding Manager	\$335 - \$390		
		Special Services	
		Expert Witness	\$520
		Strategic Consulting	\$520

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, 2025; rates are subject to escalation with new hourly rate schedule as of July 1, 2025.

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



SACRAMENTO & ROSEVILLE FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$310
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$275
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$250
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$240
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$225
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$215
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$205
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$160
Designer	\$100
Senior CAD Technician/Graphics Designer II	\$190
Senior CAD Technician/Graphics Designer I	\$170
CAD Technician/Graphics Designer	\$150
Project Coordinator	\$165
Administrative Assistant	\$130
1 Person Survey Crew	\$245
2 Person Survey Crew	\$355
3 Person Survey Crew	\$455
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

^{*}LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 67 cents per mile.

Fee Schedule subject to change January 1, 2025.

HOURLY BILLING RATES EFFECTIVE MAY 2024

Job Classification						
Environmental Planning	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	Hourly Rate Range ^{1,2}
Principal	Principal	Principal	Principal	Principal	Principal	\$190-\$400
Associate	Associate	Associate	Associate	Associate	Associate	\$150-\$250
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist/ Noise Engineer	Senior Archaeologist/ Architectural Historian/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$130–\$235
Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	GIS Specialist	\$100-\$165
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Field Archaeologist/ Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$85–\$130
Office Services	·	·	·	<u> </u>		
Marketing						\$110-\$185
Office Assista	int					\$110-\$145
Project Accou						\$110–\$135
Document Management/Technical Editing/Graphics			\$115-\$160			

The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE MAY 2024¹

Des	cription	Unit Cost	Description	Unit Cost
Reproduction	(8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction	(8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction	(11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction	(11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production		\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive		\$5.00 per drive	Aerial Photo	Cost
Plotting		\$3.75 per sq ft	GPS Unit	\$75.00 per day
Aerial Drone		\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage	On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage	Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day

¹ Direct costs shall be reimbursed at cost plus 10 percent.

² Hourly rates are subject to review at least annually and may be adjusted to reflect changing labor costs at LSA's discretion.

BAE URBAN ECONOMICS SCHEDULE OF HOURLY FEES 2024

BAE contracts either on a fixed fee or time and material not to exceed basis. Contracts based on time and materials are subject to hourly fees for BAE professional staff.

Our hourly rates for calendar year 2024 are as follows:

Principal	\$310-\$340/hou
Associate Principal	\$295/hour
Director	\$285/hour
Vice President	\$280/hour
Senior Associate	\$220/hour
Associate	\$175/hour
Sr. Analyst	\$135/hour
Analyst	\$120/hour

Miscellaneous expenses such as data purchase, travel, document production, and conference calls are passed through to the client with no markup. Subconsultant contracts are subject to a charge of up to seven percent for BAE's administrative costs. These rates are subject to revision on or after January 1, 2025.



MONUMENT HOURLY RATE SCHEDULE

Right of Way Management & Implementation			
Program Manager / Principal	\$290.00 per hour		
Senior Project Manager / Sr. Utility Project Manager	\$210.00 per hour		
ROW Project Manager 2 / Utility Project Manager 2	\$190.00 per hour		
ROW Project Manager 1 / Utility Project Manager 1	\$160.00 per hour		
Utility Coordinator	\$130.00 per hour		
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$145.00 per hour		
Acquisition Agent 2 / Relocation Agent 2 / Property Manager	\$120.00 per hour		
Acquisition Agent 1/ Relocation Agent 1	\$110.00 per hour		
Senior Project Coordinator	\$120.00 per hour		
Project Coordinator 2	\$110.00 per hour		
Project Coordinator 1	\$100.00 per hour		
Senior Project Analyst	\$135.00 per hour		
Project Analyst	\$110.00 per hour		
Researcher	\$90.00 per hour		
Project Support / Administrative			
Professional Staff	\$85.00 per hour		
Project Controller 2	\$100.00 per hour		
Project Controller 1	\$75.00 per hour		
Project Support Specialist	\$75.00 per hour		

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends beyond the initial term of the PSA, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

NORTH-SOUTH CONNECTOR STUDY, PROJECT INITIATION DOCUMENT Tuolumne County Transportation Council

In witness hereof, the parties have caused their authorized representatives to execute this Agreement on the 13^{TH} day of February, 2025.

For the Consultant:	
Legal Name of Firm	Signature
Street Address	Name (typed)
City, State, Zip Code	Title
For the TCTC: Fuolumne County Transportation Council	Approval Recommended:
Skind S. J. S. S. Schair of the TCTC	Executive Director
Date: 2 = 12 - 25	2/13/25
Approved as to Legal Form: FCTC Legal Counsel	
Ву:	

Date:

NORTH-SOUTH CONNECTOR STUDY, PROJECT INITIATION DOCUMENT

Tuolumne County Transportation Council

In witness hereof, the parties have caused their authorized representatives to execute this Agreement on the 13^{TH} day of February, 2025.

For the Consultant: Mark Thomas & Company, Inc.	RM. Brs
Mark Thomas & Company, Inc. Legal Name of Firm	Signature
701 University Ave Suite 200 Street Address	Matt Brogan Name (typed)
Sacramento, CA 95825	Principal + Vice President
City, State, Zip Code	Title
For the TCTC: Tuolumne County Transportation Council	Approval Recommended:
Chair of the TCTC	Executive Director
Date:	
Approved as to Legal Form: TCTC Legal Counsel By:	