



**TUOLUMNE COUNTY TRANSPORTATION COUNCIL**

# **REQUEST FOR PROPOSALS:**

## **SR49 Gold Rush Multi-Use Path Phase 2 and 3: Feasibility and Complete Streets Study**

---

DATE OF ISSUE: April 19, 2024

DEADLINE FOR RESPONSES: June 21, 2024

**Tuolumne County Transportation Council**

2 South Green Street

Sonora, CA 95370

[www.tuolumnecountytransportationcouncil.org](http://www.tuolumnecountytransportationcouncil.org)

[www.tuolumnecountytransit.com](http://www.tuolumnecountytransit.com)

## TABLE OF CONTENTS

NOTICE .....	3
I. Introduction .....	3
II. Scope of Work .....	6
III. Proposal Submittal Process .....	7
IV. Contents of Proposals .....	8
Addenda Acknowledgement Form (required with submittals) .....	12
Attachment A: Draft Agreement	
Attachment B: Scope of Work for Gold Rush Multi-Use Path Phase 2 Sustainable Communities Grant App	



## NOTICE

The Tuolumne County Transportation Council (TCTC) is soliciting proposals to retain a consultant to complete the SR49 Gold Rush Multi-Use Path; Phase 2 and 3: Feasibility and Complete Streets Study, including the accompanying environmental document and other associated documents. When all phases are complete, the Gold Rush Path will extend a total of approximately 15 miles and continuously connect the historic gold rush towns of Columbia, Sonora, and Jamestown as well as the Chicken Ranch Tribal Lands. The SR49 Gold Rush Multi-Use Path; Phase 2 and 3: Feasibility and Complete Streets Study will both be consistent with all necessary local documents as well as comply with all appropriate federal and state requirements.

### **Request for Proposals**

Date of Issue: April 19, 2024

**Deadline for Responses:  
Friday, June 21, 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: Shannon Thaggard, Project Manager

## 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 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 24<sup>th</sup>, 2011. Board membership is comprised of two (2) members from and appointed by, the Tuolumne County Board of Supervisors and two (2) members from and appointed by the Sonora City Council. One (1) citizen at large are voted in by a majority of the TCTC.

The "Gold Rush Multi-Use Path", when complete, will extend a total of approximately 15 miles and continuously connect the historic gold rush towns of Columbia, Sonora, and Jamestown as well as the Chicken Ranch Tribal Lands. "Phase I", located within the City of Sonora, was recently funded through the Cycle 6 Active Transportation Program (ATP) for design and construction.

This project, the SR49 Gold Rush Multi-Use Path; Phase 2 and 3: Feasibility and Complete Streets Study, will have one funding source for Phase 2 and a separate funding source for Phase 3. Phase 2 will be funded by the Sustainable Transportation Planning Grant that TCTC was awarded on August 31, 2023. TCTC anticipates that Phase 3 will be funded by the, formula-based, Carbon Reduction Program. This project will allow the TCTC and Project Stakeholders the opportunity to conduct a Feasibility Study for "Phase 2" and "Phase 3" of the Gold Rush Multi-Use Path. Which will connect to the currently funded Gold Rush Multi-Use Path Phase 1 Project within the City of Sonora from Sonora High School to Parrots Ferry Road, the gateway to Columbia/Columbia College (Project Area). The Feasibility Study will also include a complete streets analysis on SR 49, which serves as the northern gateway to the City of Sonora, within the project area. This project will provide the initial planning effort necessary to transform this historically auto-centric corridor, creating a safe and multi-modal friendly main street that connects disadvantaged residents with critical services such as healthcare, food, education, job training, employment, and transit.

The project will include analyzing alternatives for a Class I facility separated from traffic, intersection and street crossing safety enhancements, ADA improvements, as well as bike and pedestrian amenities,

transit stop opportunities, and street scape/Vision Sonora enhancements to improve Sonora's northern gateway. This project scope will include preliminary planning and conceptual design to determine the best approach to implementing active transportation solutions in this key segment of SR 49 that links the gateways to both historic towns of Columbia and Sonora.

## II. Scope of Work; Phase 2

### **Task 1: Project Administration**

Upon finalization of the grant agreement, TCTC will coordinate a kick-off meeting involving Caltrans and other important stakeholders. As the study moves forward TCTC will process quarterly invoices and progress reports.

#### **Task 1.1: Consultant Project Meetings**

The Consultant will meet at least bi-weekly for check-in meetings with TCTC staff for project team updates to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.

### **Task 2: Project Development Team (PDT) Meetings**

TCTC will identify key stakeholders and assemble a Project Development Team (PDT) to help guide the development of the plan. Members of the PDT will include, but are not limited to: Caltrans District 10, other key Caltrans staff, City of Sonora, Tuolumne County, Sonora High School, Blue Zone Project, and other key stakeholders identified by TCTC. The PDT will be led jointly by TCTC and the consultant. The PDT will convene 4-5 times throughout the process at key milestones such as project kick-off, existing conditions review and formulating the initial alternatives, alternatives analysis, and draft plan review.

A walking tour will be hosted for the PDT at the first kick-off meeting to have a detailed discussion on opportunities and constraints of the corridor. A design charrette with the PDT will be hosted during the alternatives analysis to refine alternatives with key stakeholders at the table.

### **Task 3: Public Outreach**

Community engagement will be one of the most important elements of this planning process. There are several residential areas within the project area, as well as businesses, Sonora High School, and connectivity to community services, parks and open space. As the project corridor serves a disadvantaged community, TCTC and the consultant will focus heavily on direct engagement to that community group to ensure their needs are addressed as well. The goal of the plan is to engage the community throughout the process to ensure the proposed solutions reflect the community values and needs, and the final plan is reflective of the broader community vision. Community Engagement will include Local Groups, two (2)

Public Workshops hosted by TCTC and the Consultant, Disadvantaged Community Outreach, and the creation of a Project Website.

#### **Task 4: Existing Conditions**

The consultant will review local and regional plans and projects within the project corridor related to active transportation, land use, sustainability, and economic development. The full list of data to be collected can be viewed in the Grant Application Package Scope of Work included here as "Attachment B". This data will be specific to the project area and will be utilized to build the existing conditions map for the corridor. This map, and associated data, will be used to identify key gaps in the multi-modal network and barriers to multi-modal use, safety hot spots for all modes, and grow understanding of how both residents and visitors are using the corridor.

These previous efforts will be used to create the framework for further alternative development. This task will also consider future land use development.

#### **Task 5: Alternative Analysis**

The consultant will utilize the results of the existing conditions analysis to develop two (2) to three (3) alternative alignments for Phase 2 of the Gold-Rush Multi-Use Path along with typically expected graphics such as cross sections and concept drawings and planning level cost estimates.

As part of the development of alternatives, an Intersection Control Evaluation (ICE) will be performed at on the SR 49/Shaws Flat/School St/Columbia Way intersection to better understand the best option for highway operations while also accounting for pedestrian safety. The ICE will address the major safety issues including line of sight, multiple access points, geometry, and the large 80ft curb to curb pedestrian crossing that has contributed to several major pedestrian injury accidents.

The consultant will also develop a range of options for corridor enhancements that support multi-modal use including transit and economic development for Sonora's northern gateway. These identified improvements may include, but are not limited to: intersection improvements, bicycle/pedestrian/ADA crossing improvements and other safety enhancements such as lighting, incorporation of transit stops, street scape enhancements, improved signage, and other corridor improvements that may be identified by stakeholders through the process. Given the historic nature of the community, the goal will be to identify historic elements that will both enhance support for multi-modal improvements within the project area while complimenting the character of the community.

All of the alternatives, the ICE, and corridor enhancement options will be presented to the PDT for further refinement before going before stakeholders and the public. The alternatives analysis will be used to determine the most viable option for providing multi-modal and complete streets solutions within the project corridor.

## **Task 6: Draft and Final Plan**

Following the alternatives analysis, PDT design charrette, and public and stakeholder engagement process the consultant will prepare a draft plan that includes the following elements:

- Executive Summary
- Summary of existing conditions, opportunities, and constraints
- Summary of the alternatives analysis; including, final results of project benefits such as VMT reduction, Air Quality, Community Health, Economic Development, Safety and Emergency Management, Environmental Benefits, and others identified through the process
- Public outreach summary
- Recommended alternative for the SR49 Gold Rush Multi-Use Path, Phase 2, including conceptual design up to a 30% concept
- Recommended complete streets improvements up to a 30% conceptual design including, but not limited to, safe routes to school recommendations, intersections/driveway crossings, proposed street scape and Vision Sonora elements with a focus on preserving the historic culture, proposed transit stops, ADA improvements, and other design elements identified by the community during the process
- Implementation plan including planning level budgets for the project, and a matrix of potential funding sources
- The plan will include maps, renderings and concepts to help illustrate the community vision for the project

An administrative draft will be prepared and presented to TCTC and the PDT for initial review. Comments will be addressed and a public draft prepared. The public draft will be presented to agency board and commissions for review and comment. Comments will be addressed, and a final plan will be prepared for approval by the Tuolumne County Transportation Council.

## **Task 7: Board Review and Approval**

Following completion of the Draft Plan, TCTC and the consultant will work with the City of Sonora, Tuolumne County, and other advisory boards to present the draft plan and obtain additional public comment. After comments have been addressed, TCTC and the consultant will present the final draft plan to the City of Sonora and Tuolumne County Transportation Council for review and approval.

The public draft plan and meeting notifications will be posted on the project website. Meetings will be formal publicly noticed meetings with the public and stakeholders invited to participate in the approval process.

## **Phase II Project Budget: \$265,500**

### **III. Scope of Work; Phase 3**

#### **Task 1: Project Administration**



Upon finalization of the grant agreement, TCTC will coordinate a kick-off meeting involving Caltrans and other important stakeholders. As the study moves forward TCTC will process quarterly invoices and progress reports.

### **Task 1.1: Consultant Project Meetings**

The Consultant will meet at least bi-weekly for check-in meetings with TCTC staff for project team updates to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.

### **Task 2: Project Development Team (PDT) Meetings**

TCTC will identify key stakeholders and assemble a Project Development Team (PDT) to help guide the development of the plan. Members of the PDT will include, but are not limited to: Caltrans District 10, other key Caltrans staff, City of Sonora, Tuolumne County, Columbia College, Columbia Elementary, California State Park Columbia, Blue Zone Project, and other key stakeholders identified by TCTC. The PDT will be led jointly by TCTC and the consultant. The PDT will convene 4-5 times throughout the process at key milestones such as project kick-off, existing conditions review and formulating the initial alternatives, alternatives analysis, and draft plan review.

A walking tour will be hosted for the PDT at the first kick-off meeting to have a detailed discussion on opportunities and constraints of the corridor. A design charrette with the PDT will be hosted during the alternatives analysis to refine alternatives with key stakeholders at the table.

### **Task 3: Public Outreach**

Community engagement will be one of the most important elements of this planning process. There are several residential areas within the project area, as well as businesses, schools, and connectivity to community services, parks, Columbia Airport and open space. As the project corridor serves a disadvantaged community, TCTC and the consultant will focus heavily on direct engagement to that community group to ensure their needs are addressed as well. The goal of the plan is to engage the community throughout the process to ensure the proposed solutions reflect the community values and needs, and the final plan is reflective of the broader community vision. Community Engagement will include Local Groups, two (2) Public Workshops hosted by TCTC and the Consultant, Disadvantaged Community Outreach, and the creation of a Project Website.

### **Task 4: Existing Conditions**

The consultant will review local and regional plans and projects within the project corridor related to active transportation, land use, sustainability, and economic development. The full list of data to be collected can be viewed in the Grant Application Package Scope of Work included here as "Attachment B". This data will be specific to the project area and will be utilized to build the existing conditions map for the corridor. This map, and associated data, will be used to identify key gaps in the multi-modal network and barriers to multi-modal use, safety hot spots for all modes, and grow understanding of how both residents and visitors are using the corridor.

These previous efforts will be used to create the framework for further alternative development. This task will also consider future land use development.

### **Task 5: Alternative Analysis**

The consultant will utilize the results of the existing conditions analysis to develop two (2) to three (3) alternative alignments for Phase 3 of the Gold-Rush Multi-Use Path along with typically expected graphics such as cross sections and concept drawings and planning level cost estimates.

The Columbia area has many cultural and sensitive environmental resources. These resources and area topography shall be considered in alternative Route analysis.

The consultant will also develop a range of options for corridor enhancements that support multi-modal use including transit and economic development for Sonora's northern gateway. These identified improvements may include, but are not limited to: intersection improvements, bicycle/pedestrian/ADA crossing improvements and other safety enhancements such as lighting, incorporation of transit stops, street scape enhancements, improved signage, and other corridor improvements that may be identified by stakeholders through the process. Given the historic nature of the community, the goal will be to identify historic elements that will both enhance support for multi-modal improvements within the project area while complimenting the character of the community.

All of the alternatives, and corridor enhancement options will be presented to the PDT for further refinement before going before stakeholders and the public. The alternatives analysis will be used to determine the most viable option for providing multi-modal and complete streets solutions within the project corridor.

### **Task 6: Draft and Final Plan**

Following the alternatives analysis, PDT design charrette, and public and stakeholder engagement process the consultant will prepare a draft plan that includes the following elements:

- Executive Summary
- Summary of existing conditions, opportunities, and constraints
- Summary of the alternatives analysis; including, final results of project benefits such as VMT reduction, Air Quality, Community Health, Economic Development, Safety and Emergency Management, Environmental Benefits, and others identified through the process
- Public outreach summary
- Recommended alternative for the SR49 Gold Rush Multi-Use Path, Phase 3, including conceptual design up to a 30% concept
- Recommended complete streets improvements up to a 30% conceptual design including, but not limited to, safe routes to school recommendations, intersections/driveway crossings, proposed street scape and Vision Sonora elements with a focus on preserving the historic culture, proposed transit stops, ADA improvements, and other design elements identified by the community during the process
- Implementation plan including planning level budgets for the project, and a matrix of potential funding sources

- The plan will include maps, renderings and concepts to help illustrate the community vision for the project

An administrative draft will be prepared and presented to TCTC and the PDT for initial review. Comments will be addressed and a public draft prepared. The public draft will be presented to agency board and commissions for review and comment. Comments will be addressed, and a final plan will be prepared for approval by the Tuolumne County Transportation Council.

## **Task 7: Board Review and Approval**

Following completion of the Draft Plan, TCTC and the consultant will work with the City of Sonora, Tuolumne County, and other advisory boards to present the draft plan and obtain additional public comment. After comments have been addressed, TCTC and the consultant will present the final draft plan to the City of Sonora and Tuolumne County Transportation Council for review and approval.

The public draft plan and meeting notifications will be posted on the project website. Meetings will be formal publicly noticed meetings with the public and stakeholders invited to participate in the approval process.

## **IV. Proposal 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 inquiries 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 the SR49 Gold Rush Multi-Use Path; Phase 2 and 3: Feasibility and Complete Streets Study Agreement(s) invalid, TCTC will not respond to any questions submitted after April 29, 2024. Any communications related to this RFP should be directed to:

Shannon Thaggard, Transit Planner  
Tuolumne County Transportation Council  
2 South Green Street (mailing address),  
975 Morning Star drive (physical address)  
Sonora, California, 95370  
E-mail: [sthaggard@co.tuolumne.ca.us](mailto:sthaggard@co.tuolumne.ca.us)

### **Addenda**

Any changes to the Request for Proposals will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Request for Proposals 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 meetings.

Activity	Date
Request for Proposals advertised/circulated	April 19, 2024
Last day written questions accepted	April 29, 2024
Questions and responses posted on website	May 3, 2024
Proposals Due by 2:30 pm	June 21, 2024
Interviews scheduled (optional)	TBD
Contract Award- TCTC	TBA

## V. Contents of Proposals

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

1. Proposal should be submitted with the scope of work for each Phase, individually. Include the cost associated with each task. Invoice Phase 2 and Phase 3, separately.
2. Discussion of the consultant's proposals as they relate to Section II and III, 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 proposals.
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. A cost proposal that isolates costs for Phase II and III separately.

## **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 Proposals 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. Cost Proposal evaluated on a per task basis. If project costs are more appropriately captured in a different manner this should be given a quantifiable value for which to evaluate cost proposals on. (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 Proposals 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 retain the right to withdraw this Request for Proposals at any time, without prior notice, to reject any or all proposals submitted which do not comply with provisions of this Request for Proposals, 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 Proposals 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 proposals. The Scope of Work is subject to modification as work progresses on each element.

Due to Phase II and III having different funding sources, the notice to proceed for each phase may not be issued concurrently.

## **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 the County as may be required by the Risk Manager of the County. 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 the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- i. Workers' Compensation Coverage – 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 Entity 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 Entity.

### **Hold Harmless/Indemnification**

Contractor shall indemnify, defend, save, protect and hold harmless the Tuolumne County Transportation Council (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, the 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 the 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 the TCTC.

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.

### **Proposal Submission & Deadline**

All proposal submittals and accompanying materials shall become the property of the Tuolumne County Transportation Council. Proposals must be received and date stamped at the Tuolumne County Transportation Council/Transit Agency office no later than **3:00 p.m. on June 21, 2024**. Ten (10) copies of each Proposal (One signed copy required) should be clearly marked "SR49 Gold Rush Multi-Use Path Phase 2 Feasibility and Complete Streets Study" and delivered to:

Tuolumne County Transportation Council  
Shannon Thaggard, Transit Planner  
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, Suite A, Sonora, California.

Proposal submittals will be received only at the addresses shown above and must be received by the time indicated. 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 e-mailed 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 Proposals packet)

Receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

## Attachment A

### **Agreement for Professional Services**

#### ***For the SR49 Gold Rush Multi-Use Path; Phase 2 and 3: Feasibility and Complete Streets Study***

This Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between the Tuolumne County Transportation Council (“TCTC”), a California joint powers authority and \_\_\_\_\_, a \_\_\_\_\_ 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 Proposal issued February 5, 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 the SR49 Gold Rush Multi-Use Path; Phase 2 and 3: Feasibility and Complete Streets Study Final Deliverable 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 Proposals 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, multi-modal planning, and engineering, and is fully willing and able to perform the work orders described in the RFP, 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, multi-modal planning, engineering, and consulting services.
- 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](mailto: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. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. Indemnification:** Contractor shall indemnify, defend, save, protect and hold harmless the Tuolumne County Transportation Council (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, the 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 the 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 the TCTC.

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.

**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.

*In witness hereof*, the parties have caused their authorized representatives to execute this Agreement on the XX day of XXXX, 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

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

**Approved as to Legal Form:  
TCTC Legal Counsel**

By: \_\_\_\_\_

Date: \_\_\_\_\_



Attachment B: Grant Application Scope of Work

# SCOPE OF WORK

Project	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	23/24
Project Title	SR 49/Gold Rush Multi-Use Path Phase 2 Feasibility & Complete Streets Study
Organization (Legal)	Tuolumne County Transportation Council (TCTC)

## Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

## Introduction

The “Gold Rush Multi-Use Path”, when complete, will extend a total of approximately 15 miles and continuously connect the historic gold rush towns of Columbia, Sonora, and Jamestown as well as the Chicken Ranch Tribal Lands. “Phase 1” (1.5 miles), located within the City of Sonora, was recently funded through the Cycle 6 Active Transportation Program (ATP) for design and construction.

This current request for Sustainable Communities grant funds will allow the TCTC and Project Stakeholders the opportunity to conduct a Feasibility Study for “Phase 2” of the Gold Rush Multi-Use Path (±2.1 miles) which will connect to the currently funded Gold Rush Multi-Use Path Phase 1 Project within the City of Sonora from Sonora High School to Parrots Ferry Road, the gateway to Columbia/Columbia College (Project Area). The Feasibility Study will also include a complete streets analysis on SR 49, which serves as the northern gateway to the City of Sonora, within the project area. This project will provide the initial planning effort necessary to transform this historically auto-centric corridor, creating a safe and multi-modal friendly main street that connects disadvantaged residents with critical services such as healthcare, food, education, job training, employment, and transit.

The SR49/Gold Rush Multi-Use Path Phase 2 Feasibility and Complete Streets Study will include analyzing alternatives for a Class I facility separated from traffic, intersection and street crossing safety enhancements, ADA improvements, as well as bike and pedestrian amenities, transit stop opportunities, and street scape/Vision Sonora enhancements to improve Sonora's northern gateway. This project scope will include preliminary planning and conceptual design to determine the best approach to implementing active transportation solutions in this key segment of SR 49 that links the gateways to both historic towns of Columbia and Sonora.

## **Project Stakeholders**

TCTC will be the lead for the project in close coordination with the City of Sonora. TCTC will be utilizing consultant services to help deliver the full scope of work. TCTC and the City of Sonora will engage the Project Development Team (PDT), who has been involved with the previous Gold Rush Multi-Use Path efforts, which includes Caltrans District 10, Tuolumne County, Me Wuk Indian Tribe, Blue Zones Project – Tuolumne County, Sonora High School, and other key agencies. In addition to the PDT, TCTC will be directly engaging key community stakeholders such as the Vision Sonora

group, local business and business groups, and direct engagement with representatives of the disadvantaged communities.

## Overall Project Objectives

Less than 10% of the project area has fragmented segments of sidewalk, and no bicycle facilities, leaving significant gap closures to be addressed through this project. The overall objective of the Gold Rush Multi-Use Path Phase 2 Feasibility and Complete Streets Study is to determine the most feasible alternative for extending the Class I path between Sonora and the gateway to Columbia/Columbia College while providing safe access and multi-modal connectivity between the existing residential including disadvantaged communities, commercial, education, and community services within Sonora's northern gateway. The primary deliverable of the planning study will be a conceptual design of the Gold Rush Multi-Use Path Phase 2 and associated active transportation and complete streets improvements for the Project Area.

The Project will address the following community sustainability objectives:

- ✦ Identify connectivity and safety challenges for active transportation solutions on SR 49 between north Sonora and the gateway to Columbia.
- ✦ Identify needed bicycle, pedestrian, and transit improvements within the corridor to better link residential areas to services, schools, parks, retail, and future growth areas. Promote Safe Routes to School.
- ✦ Utilize the Caltrans Complete Streets tool to identify complete streets enhancements for the corridor that improve safety while enhancing the north gateway to Sonora.
- ✦ Collaboration between TCTC, Caltrans, City of Sonora, and Sonora High School to develop intersection safety improvements and active transportation solutions for the five-legged intersection of SR 49/Shaws Flat/School Street/Columbia Way.
- ✦ Collaboration with Sonora High School to accommodate the shared use path on School Street,
- ✦ Engage the community, including the disadvantaged population, stakeholders, staff, and elected officials on multi-modal mobility needs and how to address them.
- ✦ Engage business owners and key stakeholders to develop unified solutions.
- ✦ Identify improvements that support and improve emergency response and evacuation within the corridor.

## Summary of Project Tasks

### Task 01: Project Administration

Upon finalization of the grant agreement, TCTC will coordinate a kick-off meeting involving Caltrans and the City of Sonora. As the study moves forward TCTC will process quarterly invoices and progress reports.

Task Deliverables
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports.

### Task 1: Existing Conditions

#### Review Existing Plans, Projects, Goals, and Policies

The consultant will review local and regional plans and projects within the project corridor related to active transportation, land use, sustainability, and economic development. These previous efforts will be used to create the framework for further alternative development.

#### Data Collection

The consultant will be collecting the following data specific to the project area:

- ✦ Demographic, land use, and property data,
- ✦ Updated traffic counts and crash data,
- ✦ Updated pedestrian counts near high school, including surveys of students regarding concerns of walking and bicycling to school,
- ✦ Level of service analysis for SR 49 and major intersections within the project area,
- ✦ Disadvantaged community and community health data,
- ✦ Use of cell phone data to obtain existing mode share, circulation patterns in the corridor, and understand visitation to this historic area,
- ✦ Collection of Lidar data to better understand the physical constraints of the corridor. Lidar is not often available in rural areas and will be imperative for developing viable multi-modal alternatives for the constrained areas,
- ✦ Desktop review of potential environmental constraints.

### Analyze Existing Conditions

The consultant will be utilizing the information gathered from the review of existing plans and projects, and data collection effort to build the existing conditions map for the corridor. This map and associated data will be used to identify key gaps in the multi-modal network and barriers to multi-modal use, safety hot spots for all modes, and understanding how both residents and visitors are using the corridor. This base information will be used to develop alternative solutions.

Task Deliverables
<ul style="list-style-type: none"><li>✦ Existing Conditions Technical Memorandum summarizing:<ul style="list-style-type: none"><li>- Existing plans, projects, goals, and policies review,</li><li>- The existing conditions in the corridor including maps and charts of data collected,</li><li>- Gap analysis and identified barriers to multi-modal improvements</li></ul></li><li>✦ Data analysis including raw data,</li><li>✦ Base maps including Lidar information in digital format</li></ul>

## Task 2: Alternatives Analysis

### Gold Rush Multi-Use Path Phase 2 Alternatives

The consultant will be utilizing the results of the existing conditions analysis to develop two (2) to three (3) alternative alignments for Phase 2 of the Gold-Rush Multi-Use Path. Typical cross sections and concept drawings will be developed for the various alignments, including developing planning level costs. Proposed solutions for addressing intersection safety and driveway crossings associated with the proposed path, and how the path will interact through the Sonora high school area will also be analyzed.

### SR 49 Complete Streets Improvements

The consultant will also be using the Caltrans Complete Street Element Toolbox, previous Vision Sonora plan, and safety data to develop a range of options for corridor enhancements that support multi-modal use including transit, and economic development for Sonora's northern gateway. These identified improvements may include, but are not limited to, intersection improvements, bicycle/pedestrian/ADA crossing improvements and other safety enhancements such as lighting, incorporation of transit stops, street scape enhancements, improved signage, and other corridor improvements that may be identified by stakeholders through the process. Given the historic nature of the community the goal will be to identify historic elements that will both enhance support for multi-modal improvements within the project area while

complimenting the character of the community. Concept drawings will be provided to depict the various solutions proposed.

### Analyzing the Alternatives

The consultant will perform an alternatives analysis including analyzing performance metrics such as:

- ✦ Safety improvements
- ✦ Travel time and emergency and evacuation response
- ✦ Mode split, vehicle miles traveled (VMT) reduction and Air Quality (AQ) benefits
- ✦ Health and disadvantaged community benefits,
- ✦ Safe routes to school benefits,
- ✦ Construction feasibility and potential cost,
- ✦ among other criteria developed by the Project Development Team (PDT)

An Intersection Control Evaluation (ICE) will be performed on the SR 49/Shaws Flat/School St/Columbia Way intersection to better understand the best option for both highway operations (roundabout versus traffic signal) as well as how to safely address multimodal improvements for this area directly adjacent to the high school. This was a recommendation from the Caltrans SR 108/49 Congested Corridor Plan. TCTC and the consultant team will coordinate this effort closely with Caltrans, the City of Sonora, and Sonora High School. The ICE will address the major safety issues including line of site, multiple access points, geometry, and the large 80-foot curb to curb pedestrian crossing that has led to several major pedestrian injury accidents. Also a major factor in discouraging walking to school.

All of the alternatives developed for the Gold Rush Multi-Use Path Phase 2, ICE, and complete streets options will be presented at a design charrette with the PDT for further refinement. The draft results of the alternatives analysis will be presented to stakeholders and the public during an interactive workshop to gain additional feedback. The alternatives analysis will be used to determine the most viable option for providing multi-modal and complete streets solutions within the project corridor.

Task Deliverables
<ul style="list-style-type: none"><li>✦ Alternatives Analysis Technical Memorandum summarizing the results of the alternatives reviewed and performance metrics</li><li>✦ 2 – 3 alternative alignments for Phase 2 of the Gold Rush Multi-Use Path including both plan view concept drawings and cross sections of the alignments</li><li>✦ Intersection Control Evaluation (ICE) for SR 49/Shaws Flat/School St/Columbia Way intersection</li><li>✦ Concept drawings and renderings of complete streets improvements</li></ul>

### Task 3: Project Development Team (PDT) Meetings

TCTC and the City of Sonora will identify key stakeholders and assemble a Project Development Team (PDT) to help guide the development of the plan. Members of the PDT will include Caltrans District 10 and other key Caltrans staff, local agencies such as the City of Sonora, Tuolumne County, Sonora High School, Blue Zone Project, representatives from the Me Wuk Tribe, and other key stakeholders identified by TCTC. The PDT will be led jointly by TCTC and the consultant. The PDT will convene 4-5 times throughout the process at key milestones such as project kick-off, existing conditions review and formulating the initial alternatives, alternatives analysis, and draft plan review. The PDT meetings will be facilitated by the consultant and will be a mix of both in-person and online via a digital platform to ensure maximum participation.



The goal of the PDT is to allow key stakeholders and agencies to be involved from day one to help guide the planning process, review deliverables, and ensure the solutions proposed are collaborative and implementable. PDT meetings will be an interactive process with draft materials provided prior to the meetings and a constructive dialog hosted during the meetings. A walking tour will be hosted for the PDT at the first kick-off meeting to have a detailed discussion on opportunities and constraints of the corridor. A design charrette with the PDT will be hosted during the alternatives analysis to refine alternatives with key stakeholders at the table.

TCTC will coordinate with PDT members directly. The consultant will be preparing presentations and all meeting materials for the PDT meetings, as well as providing sign-in sheets and meeting summaries.

<b>Task Deliverables</b>
<ul style="list-style-type: none"><li>✦ List of PDT Members</li><li>✦ PDT meeting materials and PowerPoint presentations</li><li>✦ Sign-in Sheets and Meeting Summaries</li></ul>

#### **Task 4: Community and Stakeholder Engagement**

Community engagement will be one of the most important elements of this planning process. There are several residential areas within the project area, as well as businesses, Sonora High School, and connectivity to community services, parks and open space. As the project corridor serves a disadvantaged community, TCTC and the consultant will focus heavily on direct engagement to that community group to ensure their needs are addressed as well. The project area lacks multi-modal options today leaving residents in the area to drive their car or utilize narrow highway shoulders for walking or biking to services, food and retail, employment, and schools. The goal of the plan is to engage the community throughout the process to ensure the proposed solutions reflect the community values and needs, and the final plan is reflective of the broader community vision.

##### **Local groups**

There are several local groups that are active in the community and will be engaged as stakeholders to ensure their voices are heard as well. These include the Vision Sonora group, Chamber of Commerce and business owners, Adventist Health and Blue Zones – Tuolumne County, among others who will be identified by TCTC and PDT collectively. These groups will be invited to participate with the PDT on a walking tour at the beginning of the process. TCTC and the consultant will schedule one on one meetings with these groups and key individuals throughout the process to ensure fatal flaws are avoided. These stakeholders will also be included during the public meetings.

##### **Public Workshops**

TCTC and the consultant will host two (2) public workshops in an open house format, one during the draft alternatives phase and the second to present draft plan recommendations. The consultant will prepare graphics and boards to display key project information and will create an interactive format where the public can leave comments and have one on one dialog with project representatives at the meeting. To ensure maximum participation the consultant will also setup an online platform during both public outreach events so those who cannot attend meetings in-person will have a chance to review materials and leave comments on their own time. The online platform will be up for approximately two-weeks during each outreach event. Public Workshops will include the following:

- ✦ Interactive Project Display Boards
- ✦ Comment cards

- ✦ Interactive web-based platform with the same materials for those who cannot attend in-person
- ✦ Interpreter available if necessary
- ✦ Snacks and water

The consultant will create meeting notices and TCTC will post these in multiple locations, online, and media. These notices will be translated as necessary.

**Disadvantaged Community Outreach**

TCTC and the consultant will work with the PDT to identify specific disadvantaged community representatives and coordinate one on one meetings or specific workshop held to present draft materials for direct feedback form these groups. Correspondence will be documented, and meeting materials will be translated as necessary. The representatives will also be notified of other public input opportunities throughout the process. The goal is to ensure the disadvantaged community needs are addressed with the project.

**Project Website**

TCTC and the consultant will create a project website where stakeholders and the public can go for more information on the project, status updates, meeting and public input opportunities, as well as host the virtual public outreach platform. The website will include an interactive map and graphics of the project area with information residents can view of the different proposed solutions through the alternatives analysis phase. The website will be updated to reflect the final plan once adopted.

Task Deliverables
<ul style="list-style-type: none"> <li>✦ Public Outreach Technical Memorandum summarizing the public engagement process, summary of comments received including targeted disadvantaged community outreach and how they influenced the project</li> <li>✦ Presentation boards</li> <li>✦ Project website</li> <li>✦ Meeting notifications</li> <li>✦ Agendas and list of attendees</li> </ul>

**Task 5: Draft and Final Plan**

Following the alternatives analysis, PDT design charrette, and public and stakeholder engagement process the consultant will prepare a draft plan that includes the following elements:

- ✦ Executive summary
- ✦ Summary of existing conditions, opportunities and constraints
- ✦ Summary of the alternatives analysis including final results of project benefits such as VMT reduction, Air Quality, Community Health, Economic Development, Safety and Emergency Management, Environmental Benefits, and others identified through the process
- ✦ Public outreach summary
- ✦ Recommended alternative for the Gold Rush Multi-Use Path Phase 2 including conceptual design up to a 30% concept
- ✦ Recommended complete streets improvements up to a 30% conceptual design including, but not limited to, safe routes to school recommendations, intersections/driveway crossings, proposed street scape and Vision Sonora elements with

a focus on preserving the historic culture, proposed transit stops, ADA improvements, and other design elements identified by the community during the process

- ✦ Implementation plan including planning level budgets for the project, and a matrix of potential funding sources
- ✦ The Plan will include maps, renderings and concepts to help illustrate the community vision for the project

An administrative draft will be prepared and presented to TCTC and the PDT for initial review. Comments will be addressed and a public draft prepared. The public draft will be presented to agency board and commissions for review and comment. Comments will be addressed and a final plan will be prepared for approval by the City of Sonora and Tuolumne County Transportation Council.

Task Deliverables
<ul style="list-style-type: none"> <li>✦ Administrative Draft Plan for TCTC and PDT review</li> <li>✦ Draft Plan for Public Review</li> <li>✦ Public Review – list of comments</li> <li>✦ Final Plan prepared for TCTC adoption</li> </ul>

### **Task 6: Board Review and Approval**

Following completion of the Draft Plan TCTC and the consultant will work with the City of Sonora, Tuolumne County, and other advisory boards to present the draft plan and obtain additional public comment. After comments have been addressed TCTC and the consultant will present the final draft plan to the City of Sonora and Tuolumne County Transportation Council for review and approval.

The public draft plan and meeting notifications will be posted on the project website. Meetings will be formal publicly noticed meetings with the public and stakeholders invited to participate in the approval process.

Task Deliverables
<ul style="list-style-type: none"> <li>✦ Meeting notices and board agendas</li> <li>✦ Presentation materials</li> <li>✦ Meeting minutes with board and public comments, and acceptance/approval</li> </ul>