



TUOLUMNE COUNTY TRANSPORTATION COUNCIL

Request for Proposals (RFP)

Coordinated Public Transit Human Services Transportation Plan

Issued: January 4, 2019

PROPOSALS DUE: FEBRUARY 15, 2019 at 4 p.m.

Notice

The Tuolumne County Transportation Council (TCTC), along with the Calaveras Council of Governments (CCOG) and Amador County Transportation Commission (ACTC) desire to retain a consultant to develop a Coordinated Public Transit Human Services Transportation Plan for all three regions.

Please note: as a separate deliverable, the TCTC and CCOG are asking for Short Range Transit Plan (SRTP) updates as much of the content overlaps and additional data gathering for SRTP specific deliverables can be gleaned while capturing information for the Coordinated Plan. Please see the additional scope of work elements to deliver Short Range Transit Plans.

The ACTC desires a technical memorandum that explores the creation of a new route to serve destinations not currently receiving public transit service.

Please present separate cost proposals to complete this work. Four separate cost proposals are anticipated: one to complete the Coordinated Plans (for ACTC, CCOG, TCTC); two separate proposals to update the Short Range Transit Plans (CCOG and TCTC); and a fourth proposal to analyze a new route for ACTC.

Additionally, the participation of qualified disadvantaged and minority-owned firms in this project is set at 17% for the Coordinated Plan component of the project. (See below for further detail on DBE participation)

Background

The study area of this project combines the regions of Amador County, Calaveras County, and Tuolumne County, including both the incorporated cities and unincorporated communities. These counties are located on the western slope of the Sierra Nevada Mountains in the central portion of California. The rural, disadvantaged communities in the project area rely on many public transportation services for their welfare. Amador, Calaveras and Tuolumne counties have similar goals and unmet needs within and between jurisdictions. There are many opportunities to remove county boundaries as barriers to effective, coordinated transportation.

A main goal to updating the coordinated plan is to maximize use of existing resources and increase the efficiency of transportation service delivery among various agencies and organizations through private, non-profit and public sectors. There are several non-profit agencies that service clients in all three counties,

including but not limited to: Common Ground Senior Services, ARC of Amador and Calaveras, and Amador-Tuolumne Community Action Agency. Through a coordinated plan effort, each County will work to identify strategies and programs aimed at improving the mobility of local populations with an emphasis on disadvantaged and transit-dependent populations. The strategies and programs identified will be prioritized and ultimately become eligible for grant funding. The implementation programs identified from the coordinated plans are meant to increase access to jobs and job training, preserve individual independence, enhance quality of life, utilize transportation investments more efficiently, do more with limited resources, and enhance the mobility within and between communities.

The update of the Coordinated Plans is being funded through the Caltrans Strategic Partnerships Transit Grant Program (FTA 5304).

Project Scope of Work

Task 1 Project Team Meetings

- Monthly face to face project team meetings with consultant(s) to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to project team meetings.
- **Responsible Party:** ACTC/CCOG/TCTC

Task	Deliverable
1.1	<i>Meeting Notes/Minutes</i>

Task 2 Kick off Meeting with SSTAC and List of Stakeholders

Task 2.1 SSTAC Kick-off Meetings

- Convene a kick-off meeting with each County’s Social Services Transportation Advisory Council (SSTAC) to introduce SSTAC members to the project and obtain their feedback on project activities and outreach.
- **Responsible Party:** Consultant

Task 2.2 Develop Stakeholder List

- Stakeholder involvement is an important element to this project and required by statute. Develop a list of project stakeholders specific for each County including social and human service agencies, public transit providers, hospital administrators, Veteran representatives, Transportation Network Companies and other community organizations and members of the public that represent the target populations. Other stakeholders could include private and other transportation providers. Use the most recent coordinated plans as a starting point for developing this list. Consult with each SSTAC to further refine the list during the project kick-off meeting.
- **Responsible Party:** Consultant

Task	Deliverable
2.1	<i>Meeting Notes</i>
2.2	<i>List of Stakeholders</i>

Task 3 Existing Conditions Analysis

Task 3.1 Review Existing Planning Documents

- Review existing and relevant planning documents specific to each County including previous Coordinated Public Transit-Human Services Transportation Plans, Short Range Transit Plans, Transit Development Plans, previous Unmet Transit Needs Findings Reports and other documents deemed relevant to the development of the study.
- **Responsible Party:** Consultant

Task 3.2 Develop inventory of available services

- Review the inventory from the most recent coordinated plans and update through Stakeholder input and other reliable sources. Services in the inventory will include publicly operated fixed-route and demand response services, transportation services provided or sponsored by social and human service agencies and other community organizations, as well as private transportation services. The inventory will be comprehensive and serve as the building block for identifying coordination strategies and transportation gaps.
- **Responsible Party:** Consultant

Task 3.3 Geographic Service Area

- Document geographic service area and schedules of all transportation services; as well as capacity and/or number of vehicles for each service. Examine current coordination efforts and document.
- **Responsible Party:** Consultant

Task	Deliverable
3.1	<i>Summary of Relevant Research and Planning Documents</i>
3.2	<i>Existing Services Report</i>
3.3	<i>Geographic Services Report</i>

Task 4 Analysis of Transportation Disadvantaged Populations and Demographic Profile

Task 4.1 Demographic Profile

- Develop a demographic profile of each County using data from sources such as the US Census Bureau, California Department of Finance, and local data from each jurisdiction. The demographic profile will focus on the three target populations: persons with disabilities, older adults, and low-income individuals. Incorporate other economic and social characteristics such as income, employment, and vehicle access to develop a clear picture of transportation needs throughout each county.
- **Responsible Party:** Consultant

Task	Deliverable
4.1	<i>Demographic Profile Report</i>

Task 5 Public Outreach

Task 5.1 Project Initiation Workshops

- Schedule, coordinate, publicize and facilitate public meetings to present background information about the project and solicit oral and written input about the needs and service gaps of the target populations. At least three meetings should be scheduled, one in each County, at locations where accessible transportation services can be made available. The public and identified Stakeholders will be invited (including SSTAC members) via public notices and other avenues. If deemed necessary, Spanish translators will be present at the workshops.
- **Responsible Party:** Consultant

Task 5.2 Interviews, Focus Groups, and Surveys

- Develop a survey to distribute to stakeholder agencies who either provide transportation and/or serve clients needing transportation. The survey will solicit detailed information regarding the type and capacity of transportation services provided, interest and/or need in coordination, and level of clientele needing assistance with transportation.
- Schedule and coordinate focus group meetings and in-person or telephone interviews for each County with identified project Stakeholders and/or representatives from social and human service agencies and community organizations. The purpose of these meetings and interviews is to identify populations served by these agencies, services provide including transportation, client mobility needs and challenges, and any transportation services currently provided.
- **Responsible Party:** Consultant

Task 5.3 Draft Plan Review Public Workshops

- Schedule, coordinate, publicize and facilitate at least three public workshops, one in each County, to present a summary of the draft plan and receive comments and recommendations about the identified strategies and implementation plan. The workshops should be located where accessible transportation services can be made available. The public, project Stakeholders, and SSTAC members will be invited via public notices and other avenues. If deemed necessary, Spanish translators will be present at the workshops.
- **Responsible Party:** Consultant

Task	Deliverable
5.1	<i>PowerPoint Presentation, Workshop Summaries, and Photos</i>
5.2	<i>Interview and Meeting Notes</i>
5.3	<i>PowerPoint Presentation, Workshop Summaries, and Photos</i>

Task 6 Identify Strategies and Implementation Plan

Task 6.1: Key Findings and Assessment of Transportation Needs

- Quantify current and projected transportation needs in the service area and identify gaps in existing services. Review inefficiencies and duplication in the current transportation system. Compare origins

and destinations of transportation providers and the potential for integration. These findings will serve as the basis for the development of strategies and implementation priorities.

- Research requirements to work with LogistiCare (Health Care transportation brokers) and Transportation Network Companies/Taxis (Tuolumne County deliverable).
- **Responsible Party:** Consultant

Task 6.2: Identify Strategies

- Identify strategies, activities and/or projects to address the identified gaps in service, identification of coordination actions to eliminate or reduce duplication in services, and strategies for more efficient utilization of resources into each plan. Examine coordination opportunities, integrated services, and/or alternative service delivery options or models.
- Develop methodology for prioritizing implementation strategies. The strategies identified will be prioritized based on evaluation criteria such as resources, time, and feasibility for implementing specific strategies and/or activities identified.
- **Responsible Party:** Consultant

Task 6.3: Implementation Plan

- Develop a detailed implementation plan of the preferred strategies categorized as high, medium, and low priority. Identify responsible agency for implementation, estimated costs and timeframe for implementation, potential funding sources, and other information necessary for program implementation.
- **Responsible Party:** Consultant

Task	Deliverable
6.1	<i>Needs Assessment Report</i>
6.2	<i>Strategies and Evaluation Report</i>
6.3	<i>Implementation Plan</i>

Task 7 Final Documentation

Task 7.1: Prepare Draft Report

- Compile all deliverables to develop a draft of the Coordinated Public Transit-Human Services Transportation Plans for Amador, Calaveras, and Tuolumne Counties. Draft plans will be reviewed by the project team, stakeholders, SSTAC members and Regional Agency from each County.
- **Responsible Party:** Consultant

Task 7.2: Prepare Final Report

- Incorporate feedback/comments and revise draft plans into three administrative drafts. The administrative drafts will be reviewed by the project team and the plans will then be revised and finalized to go before the ACTC, CCOG, and TCTC for adoption.
- **Responsible Party:** Consultant

Task 7.3: Present Final Plans to Councils

- Present the final coordinated plans for each county to the respective transportation boards at a regularly scheduled meeting.
- **Responsible Party:** Consultant/Each Regional Agency

Task	Deliverable
7.1	<i>Draft Plan</i>
7.2	<i>Administrative Draft and Final Plan</i>
7.3	<i>Council PowerPoint Presentations</i>

Optional Tasks to be bid separately

The Calaveras Council of Governments (CCOG) and Tuolumne County Transportation Council (TCTC) are interested in contracting with the selected firm to also receive a Short Range Transit Plan (Optional Tasks 8-12 below). The Amador County Transportation Commission (ACTC) desires a new route analysis (Optional Task 13 below). There is heavy overlap between these projects and this is seen as a great opportunity to contract for the additional deliverables.

The participating agencies request that any additional work that needs to be done as part of the existing Coordinated Plan tasks be identified separately, although they will be accomplished in concert with the task in support of the Coordinated Plan.

There is a need to separate the accounting for each of the deliverables (Coordinated Plan vs SRTP) for grant administration purposes.

Please provide a separate cost proposal to prepare the Short Range Transit Plans (for CCOG and TCTC).

Please provide a separate cost proposal to prepare new route analysis for ACTC.

If accepted, the agencies will contract for these deliverables separately.

In addition to adding small components to existing Coordinated Plan tasks (if necessary), the CCOG and TCTC have identified the following additional tasks in support of the Short Range Transit Plan:

Task 8 Develop Service Alternatives

- Evaluate Under-utilized routes or route sections; major origin-destinations not currently being served (or under-served); candidate areas for new service
- Develop inter-connectivity strategies with other regional transit providers (out of County service analysis), including between Calaveras and Tuolumne; Calaveras/Tuolumne and Oakdale, Manteca or Modesto

- a. (for TCTC this should also include coordination with and outreach to Yosemite Area Regional Transportation System (YARTS) and Veterans Affairs transportation program, which has daily service to Sonora)
 - Identify alternative service or funding strategies to increase overall system ridership (e.g., increased weekday or weekend service frequencies, fare fee system, etc.);
 - Identify technologies that will help improve overall system performance, customer service, reduce operational costs
 - Ensure that service alternatives are consistent with findings and strategies developed in the Coordinated Plan
 - Implementation Plan (if necessary)

Deliverable: Draft Service Alternatives

Task 9 Onboard Customer Survey

Conduct a passenger survey consisting of a sample from each of Calaveras and Tuolumne fixed routes, conduct select cross tabulated analysis of the data collected, and prepare a report to summarize the findings and conclusions. The purpose of the survey is to assist the Agencies in assessing how the transit system is used in the different areas in which the Systems operate, at different times of the day and days of the week, and by different socioeconomic groups of riders.

Deliverable: On Board Survey, Report summarizing findings and conclusions

Task 10 Develop Capital and Financial Plans

The Consultant shall develop a ten-year Capital Improvement Program to include a five-year Financial Plan. The Capital Improvement Program will address the operating and capital needs for vehicles, customer facilities and amenities Information Technology Service (ITS) infrastructure changes, and capital equipment needs. The Financial Plan shall address a five-year period and shall discuss the need for possible service alternatives including a vehicle replacement schedule for fixed route and demand response revenue vehicles, customer facilities and amenities (bus stop/bus shelters, and transit hubs), fare collection system upgrades, system security enhancements, and back office systems for a period of five years.

The Capital Improvement Program should be reconciled with the Financial Plan so that expected capital expenditures do not exceed anticipated revenues, and do not preclude expected operation and maintenance needs. The Capital Improvement Plan should also consider future funding needed to help offset, leverage, or support the costs associated with transit supportive infrastructure.

The Consultant shall develop a five-year financial plan that considers operating and capital costs as well as revenue. Information regarding Agencies past revenues and expenditures, formula grants, and other federal and local sources of funding will be provided to the Consultant. The financial plan will provide an estimate of anticipated revenue from the farebox, local contributions, and federal sources and identify potential needed increases and/or expected shortfalls from these funding sources.

Deliverables: Capital and Financial Plans

Task 11 Draft/Final Short Range Transit Plan

Compile all deliverables to develop a draft SRTP for Calaveras and Tuolumne Counties. Draft plans will be reviewed by the project team, stakeholders, SSTAC members and Regional Agency from each County. One set of consolidated comments will be presented to consultant for revisions.

Electronic copies of the report shall be provided in an editable format (Word) and in PDF format suitable for posting on the CCOG and TCTC websites. All exhibits, drawings, spreadsheets, shape-files, or other data files specifically developed for the analysis shall be provided in original document file format.

Deliverables: Draft plan; administrative draft and final plans; PowerPoint Presentations.

Task 12 Address Zero-Emission Bus (ZEB) Rollout Plan fleet requirements for Calaveras Transit and Tuolumne County Transit pertinent to Capital expenditures, Financial Plan, facilities and investments beginning in 2023

This section is not meant to be the Rollout Plan. The Agencies want to reflect the ZEB requirements where they overlap with capital and financial planning in out years.

1. Identify the planned schedule for purchase or lease of zero-emission and conventional buses.
2. Identify needed funding and potential funding sources.

Deliverable: ZEB targets for purchases and requirements identified in the Capital and Financial sections of the SRTP

Task 13 ACTC Route Analysis

Evaluate service alternatives for the City of Lone and the Buena Vista Casino property. Service should include Amador Transit Facility-Lone-Buena Vista Casino-(potentially) Valley Springs

Deliverable: Route Analysis for Amador Transit

Schedule

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|----|---|--------------------------|
| 1. | Request for Proposals released | January 4, 2019 |
| 2. | Last day to submit written questions on RFP | January 16, 2019 |
| 3. | Responses to questions posted on website | January 18, 2019 |
| 4. | Deadline to submit RFP | February 15, 2019 |

- | | | |
|----|--|-------------------|
| 5. | Finalist Interviews (if necessary) | February 28, 2019 |
| 6. | Notice of Award/Non-Award issued (tentative) | March 13, 2019 |
| 7. | Deadline for protests/appeals (tentative) | March 27, 2019 |
| 8. | Agreement executed- TCTC Meeting (tentative) | April 10, 2019 |

Communications

It is the TCTC's intent to provide the same information to all proposers. Questions will not be answered individually by telephone. Any oral responses to questions are not binding on the TCTC. Prospective proposers may make written inquires by email to obtain clarification of requirements. The TCTC will post all of the questions received, along with TCTC's written responses, to the TCTC website, <http://tuolumnecountytransportationcouncil.org>. The TCTC's written responses will be incorporated into this RFP.

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 the Agreement invalid, the TCTC will not respond to any questions submitted after January 16, 2019. Any communications related to this RFP should be directed to:

Tyler Summersett, Project Manager
Tuolumne County Transportation Council
Email: tsummersett@co.tuolumne.ca.us

Addenda

Any changes to the Request for Proposals document will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Request for Proposal 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) to be included and submitted with their qualifications.

Contents of Qualifications

Each proposal submittal shall concisely respond to this request for proposals as outlined in the project description. Submittals are limited to 25 separate pages (double-sided is acceptable), size 12 font, single spaced with numbered pages. The submittal shall include, but not necessarily be limited to, the following:

1. Consultant's qualifications, expertise, and past work experience in providing public transit planning services to other local and regional agencies.
2. A Project Management Plan with a detailed budget and cost schedule. Separate cost proposals shall be included for the Short Range Transit Plan Optional Tasks and the ACTC Route Analysis Optional Task.
3. List of Project Personnel and their duties and qualifications.

4. List of projects similar in nature to the project
5. Proposed public outreach plan.
6. Proposed Schedule

Evaluation Criteria

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

The Selection Committee shall identify the rank of qualifications in a selection order based upon the following criteria:

Rating Items

1. Project understanding and approach to scope of work/ services (40)
2. Experience with projects of similar type and size (20)
3. Qualifications of personnel to be assigned to this project (20)
4. Cost estimate including hourly fee schedule of staff and total bid amount (20)

DBE Goal – 17%

Consultant's attention is directed to Exhibit D10-I of this RFP regarding DBE requirements for this project. Specifically the documents included as part of Attachment B, "Notice to Proposers DBE Information"; "Consultant Proposal DBE Commitment"; "DBE Information – Good Faith Efforts". The DBE Goal for this project is 17%.

Consultant Selection

Upon completion of the rating of the consultant firms, the Executive Director may negotiate a draft agreement with the top-ranked consultant. 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 an agreement cannot be reached with the consultant recommended by the Selection Committee, the Selection Committee may be asked to make additional recommendations.

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

The TCTC hereby notifies all proposers that it will affirmatively ensure that in regard to any agreement(s) entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit qualifications in response to this invitation, and that proposers will not be discriminated against on the

grounds of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability in consideration for award. In addition, the TCTC requires that any consultant 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 and the Americans with Disabilities Act, as amended from time to time.

The TCTC retains the right to withdraw this Request for Proposals at any time, without prior notice, to reject any or all proposals submitted, and/or to waive any irregularities or informalities in the qualification or in the qualification procedure.

Fee and Method of Payment

The TCTC will pay the consultant on a percent completed expense basis at the rates set forth in the agreement. 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 tasks completed. Payment for work completed can be expected within 30 days of invoice receipt and verification of work performed.

Agreement for Professional Consulting Services

This Request for Proposals does not obligate the Tuolumne County Transportation Council to award a Contract Agreement, nor does it commit the TCTC to pay for any costs associated with the preparation and submittal of proposals.

A draft copy of the Agreement to be executed between the parties follows as Attachment A to this RFP. It is imperative that the prospective consultants familiarize themselves with each of the provisions contained in the Agreement form prior to preparing and submitting their qualifications. **If substantial revisions to the Agreement will be proposed by the consultant, these items/issues should be clearly specified in the proposal.**

When a consultant is selected for the Coordinated Plan Project, the TCTC, CCOG and ACTC will separately determine whether to engage the consultant for the optional tasks.

Insurance Requirements

The successful consultant will be required to maintain, throughout the term of the agreement work, insurance of the type and amount indicated in Exhibit A to the draft Agreement.

Submission & Deadline

All submittals and accompanying materials shall become the property of the Tuolumne County Transportation Council upon submittal. Proposal submittals must be received and date stamped at the Tuolumne County Transportation Council office no later than **4:00 p.m. on Friday, February 15, 2019**. Please include ten (10) hard-copies of each proposal along with one (1) electronic copy, clearly marked "Coordinated Public Transit Human Services Transportation Plan" and delivered to:

Tuolumne County Transportation Council
Tyler Summersett, Project Manager
2 South Green Street (mail)
48 W. Yaney Ave (physical)
Sonora, CA 95370

The consultant's name and return address must also appear on the envelope.

Submittals will be received only at the address shown above, and must be received by the time indicated. It is the sole responsibility of the consultant to send or deliver its proposal submittal so that it is received by the time and date required, regardless of postmark. Any submittal received after said time and/or date or at a place other than the stated address will not be accepted. No e-mailed or facsimile qualifications submittals will be considered. The TCTC time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of submittals.

Protest/Appeal Process

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for RFP once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to Tuolumne County Transportation Council, Sonora, CA 95370, Attention: Tyler Summersett
- The protest must be submitted before 4 p.m. of the tenth (10th) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the TCTC Executive Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

Public Records Access

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the TCTC agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Selection Committee has completed its evaluation and, or if, contract negotiations are complete.

ADDENDA ACKNOWLEDGMENT

(To be submitted with qualifications 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 _____

Tuolumne County Transit Council
Coordinated Public Transit Human Services Transportation Plan

Attachment A
Draft Agreement for Professional Services
Coordinated Public Transit Human Services Transportation Plan

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2018 by and between the Tuolumne County Transportation Council (“TCTC”), a California joint powers authority, and _____, a *California based company or a (identify state) based (company or 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 Exhibit A-C:
- A. Standard Insurance Requirements.
 - B. TCTC’s Request for Proposals, dated January 4, 2019, including Addenda, if any.
 - C. Consultant’s Proposal, Scope of Work, Rate Schedule and Project Schedule, as accepted by the TCTC.

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

2. Recitals

- 2.01** The TCTC desires to enter into an agreement to produce Coordinated Public Transit Human Services Transportation Plans for Tuolumne, Calaveras and Amador Counties; and,
- 2.02** The TCTC has determined Coordinated Public Transit Human Services Transportation Plans requires the need for professional services; and,
- 2.03** Consultant has responded to the TCTC’s Request for Proposals soliciting proposals for Coordinated Public Transit Human Services Transportation Plans, hereinafter referred to as the “Project;” and,
- 2.04** Consultant hereby represents that it is in the business of, and fully qualified in, the field of conducting Coordinated Public Transit Human Services Transportation Plans; and is fully willing and able to perform the work described in the Scope of Work, Exhibit B, of this Agreement, and with the level of service and quality of work specified herein. The TCTC awarded this

Tuolumne County Transit Council
Coordinated Public Transit Human Services Transportation Plan

Agreement in reliance on such representations, and on Consultant's particular skills, experience and abilities as represented by Consultant in its Proposal; and,

- 2.05** The 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. Scope of Work:** Consultant agrees to complete the Project pursuant to the Scope of Work of this Agreement, attached hereto as Exhibit B, and the Agreement Documents. The TCTC agrees to compensate Consultant as specified herein below and accordance with the Request for Proposals, the Proposal and all such other documents referred to herein and made a part of hereof by specific reference.
- 4. Effective Date/Term:** This Agreement shall be effective from the date of execution. The term of the Agreement shall extend from the date TCTC issues a notice to proceed and shall continue until completion of the tasks as identified within the Scope of Work (Exhibit B). Consultant shall not commence work prior to the date a written Notice to Proceed is issued by the TCTC.
- 5. Commencement/Completion of Work:** The Consultant agrees to commence work upon execution of this Agreement and receipt of a written notice to proceed from the TCTC Executive Director and perform and complete the project in compliance with the Scope of Work, Exhibit B, and Project Schedule in Exhibit C.
- 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 sub-consultant, 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 amendments to 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 sub-consultant 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 in the Agreement Documents. 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

Tuolumne County Transit Council
Coordinated Public Transit Human Services Transportation Plan

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 sub-consultant 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 Proposal shall be the Project Team for the duration of the project 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 48 hours from the time of depositing in the United States mail box if mailed as provided in this section.

If to TCTC:

Tuolumne County Transportation Council
Darin Grossi, Executive Director
2 South Green Street
Sonora, CA 95370
dgrossi@co.tuolumne.ca.us

If to Consultant:

(Insert Consultant 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) has (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
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17. Insurance Requirements: Consultant and/or any sub-consultant shall provide a Certificate of Insurance as proof of a policy of insurance satisfactory to the TCTC evidencing that Consultant and/or sub-consultant 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 Workers' 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. Compensation

19.01 The TCTC will pay Consultant on a percentage-of-task-completed basis using the tasks and total labor costs identified in final Scope of Work. In no event shall payments and retention exceed the total set forth for each work activity. In the event payments and retention for a work activity equal the applicable total for that activity, Consultant shall complete all services for that work activity, as described in this Agreement, without further payment. Progress payments will be made no more frequently than at monthly intervals. Payment will be made only on submitted claims describing work completed, and approved by the Executive Director of the TCTC. Progress payments will be limited to 90% of the labor amount for each task, plus expenses. The 10% retention will be paid within 30 days of approval of the final work product. Upon submittal, the TCTC will review and approve the final work product or notify Consultant of deficiencies within 60 days.

- 19.02** In the event that the TCTC determines that a change to the work from that specified in this Agreement is required, the Agreement term or allowable reimbursable costs shall be adjusted through an amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Article 19.02 shall not be exceeded unless authorized through an amendment to this Agreement.
- 19.03** Progress payments will be made monthly in arrears based upon the work completed by task at the close of the billing period and allowable incurred costs. The total cost upon project completion is not to exceed \$ (insert contract amount). Consultant will include with each progress payment request a monthly written progress report for work completed, as described in Article 20, Reporting Requirements, of this Agreement. Progress payment requests shall be based on the amount of work completed per task in accordance with Exhibit B, Scope of Work, and shall be billed in accordance with the Rate Schedule included in Exhibit C. Progress payment requests and monthly progress reports shall be reviewed and approved by the TCTC Executive Director prior to processing payments. Progress payments will be limited to 90% of the budget for the tasks completed. The 10% retention will be released upon completion, presentation and approval of the final Project.
- 19.04** Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the TCTC Executive Director of itemized invoices. Payment of invoices can usually be expected within 30 calendar days of receipt and approval. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. The final invoice should include a summary of the total expenditures, final amount due, and final report on the work completed pursuant to this Agreement. Payment of the final invoice will be processed once the Project has been formally approved by the TCTC.
- 19.05** No payment will be made prior to approval of any work, nor for any work performed prior to execution of this Agreement and a Notice to Proceed issued by the TCTC.
- 19.06** If Consultant fails to submit the required deliverables according to the approved schedule and Scope of Work, TCTC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 38, Termination.
- 20. Reporting Requirements:** The Consultant will submit to the TCTC written progress reports at least once a month. The report should be sufficiently detailed for the Executive Director to clearly determine the status of the work schedule and outputs, the percentage of work completed by task and any other relevant factors to completion of the Project in a timely manner. The report should also sufficiently address any potential or existing difficulties or special problems encountered so that remedies can be developed as soon as possible. Consultant shall meet with the Executive Director, as needed, to discuss progress on the Project.
- 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 it has not employed or retained any company or person, other than a bona fide employee or sub-consultant working for the Consultant, as provided for in the Consultant's Proposal (as accepted by TCTC), to solicit or secure this Agreement, and that it 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 local 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 subcontractor 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

31.01 Consultant certifies under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TCTC.

31.02 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.

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 nondiscrimination in federally assisted programs of the Department of Energy , Title 10, Code of Federal Regulations, Part 1040, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement term shall not discriminate on the grounds of race, color, sex, national origin, religion, age or disability in the selection and retention of sub-consultants, including procurements 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 REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for Sub-agreements, 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 sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor, sub-consultant 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 Consultant's books, records, accounts, other sources of information, and its facilities as may be determined the TCTC, State or the California Energy Commission (CEC) to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the TCTC, State or CEC, as appropriate, and shall set forth what efforts Consultant 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 CEC may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments due to Consultant under this Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - 2) Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of these paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the TCTC, State or the Department of Energy may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, Consultant may request the TCTC and/or State enter into such litigation to protect the interest of the TCTC and/or State, and, in addition, 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 sub-consultant 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

To the extent permitted by law, Consultant does hereby assume liability for, and agrees to indemnify, defend, save, protect and hold harmless the 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 Consultant, its officers, employees, agents, sub-consultants, consultants, or any person under its direction or control and will 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, will defend any such suits at the sole cost and expense of

Consultant. Consultant'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 Consultant shall not be required to indemnify TCTC for the proportion of Liability a court determines is attributable to the active negligence or willful misconduct of the TCTC.

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.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. 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.

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 execution and shall continue until the earlier of expiration or:

- A. Completion of the Project pursuant to Scope of Work, Exhibit B, as approved by TCTC;
- B. 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;
- C. Mutual agreement of the parties hereto to terminate this Agreement;
- D. Any default or breach, as specified in Section 39 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;
- E. Termination as provided in this Article.

38.02 TCTC may terminate this Agreement for convenience upon forty-five (45) calendar days' written notice to Consultant.

38.03 Consultant shall be paid for all work performed through the date of termination at the rates set forth in the Rate Schedule in Exhibit C, 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 this Agreement with a different consultant;
- C. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to this Agreement 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 costs, including 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 Articles 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 as of the date first written above.

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: _____

Exhibit A
Standard Insurance Requirements

Consultant at its own expense, shall procure, and maintain for the duration of the Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than A:VII:

- A. Workers' Compensation Coverage - Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized sub-consultant to obtain such insurance for its employees).

- B. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

- C. Automobile Liability Coverage - Automobile liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage, and including coverage for owned, hired and non-owned vehicles.

- 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 insured ("TCTC additional insured").

 - 2) This policy shall be considered, and include a provision it is, primary as respects the TCTC additional insured, and shall not include any special limitations to coverage provided to the TCTC additional insured. 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 insured.

- 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTC additional insured.
 - 6) 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 Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Executive Director. At the TCTC's option, Consultant shall demonstrate financial capability for payment of such deductibles or 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 Executive Director. Required evidence of insurance shall be filed with the Executive Director 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. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Executive Director, a new policy or endorsement shall be promptly obtained and evidence submitted to the Executive Director for approval.
- I. 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.

Attachment B
Disadvantaged Business Enterprises (DBE) Documents