



TUOLUMNE COUNTY TRANSPORTATION COUNCIL

REQUEST FOR PROPOSALS:

2022 REGIONAL TRANSPORTATION PLAN UPDATE

DATE OF ISSUE: Tuesday, June 14, 2022

DEADLINE FOR RESPONSES: Friday, July 22, 2022

Tuolumne County Transportation Council

2 South Green Street

Sonora, CA 95370

www.tuolumnecountytransportationcouncil.org

www.tuolumnecountytransit.com

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NOTICE

The Tuolumne County Transportation Council (TCTC) is soliciting proposals to retain a consultant to complete the 2022 Regional Transportation Plan (RTP) Update including the accompanying environmental document and other associated documents. The goal of this project is to update the 2016 Regional Transportation Plan. The updated Regional Transportation Plan 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: Tuesday, June 14, 2022

**Deadline for Responses:
Friday, July 22, 2022 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 mountain range means the county is surrounded by a wealth of natural resources. There are State and National parks, as well as recreation centers such as ski resorts, throughout and all around the County. These things combined means the county relies heavily upon tourism for economic health though it also sees employment in a number of other areas such as retail, lumber, government, healthcare, construction, and manufacturing.

Background

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

In accordance with California Government Code Section 65080, TCTC is mandated to prepare and periodically update the Regional Transportation Plan (RTP). The RTP identifies present and future needs, deficiencies, and constraints and analyzes potential solutions. It considers short-range (0-10 years) and long-range (11-25 years) transportation investments for all modes, including highways, public transportation, bicycle facilities, pedestrian facilities, railroads, aviation, and goods movement within a financially constrained environment. Then, it defines the policies, plans, and programs for the coordination and programming of transportation improvements throughout the Tuolumne County Region.

The previous, 2016 RTP Update saw the introduction of several new sections and updates ranging from sustainability to revenue. The first of these new chapters was the optional Rural Sustainable Strategies (RSS) chapter that discussed rural sustainable strategies that was focused on achieving TCTC's RTP goals as well as goals in SB 375, AB 32, and Governor Brown's Executive Order B-30-15. This chapter acknowledged that AB 32 and SB 375 implementation presented significant challenges to rural areas and made an effort to

examine what sustainability was for rural communities. There were six new chapters introduced which talked about individual modes of transportation (State Highways, Local Streets and Roads, Aviation, Non-Motorized Transportation, Railroads, and Public Transportation). Another of the new chapters talked about regional and interregional transportation and contained ten regional performance measures that tracked progress towards attaining ten regional goals. The remaining new chapters discussed funding challenges, possible funding alternatives, and planned future major capital improvement projects.

The overall focus of the 2022 Regional Transportation Plan is directed at demonstrating alignment with California Transportation Commission (CTC) RTP guidance and the California Action Plan for Transportation Infrastructure by advancing the Region's climate resiliency, reimagining long term maintenance challenges improving multimodal accessibility, and public safety. However, this update is in a unique position in that there is a historic amount of change and technological advancement in the industry right now. Emerging technology will impact how people travel. This RTP Update needs to incorporate new technology alternatives and future travel characteristics into a long-term vision.

Project Budget

The maximum project budget for consulting services for the Regional Transportation Plan, accompanying Environmental Document, and associated studies, as part of this Request for Proposal (RFP), is \$201,440.

Note: The Transit Demand Modeling part, including Vehicle Miles Traveled Analysis, of the 2022 RTP update will be provided by our consultant on retainer, Wood Rodgers with separate budget.

II. Scope of Work

A. Regional Transportation Plan

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

Establishing efficient communication and a clear direction is critical to the adoption of the Regional Transportation Plan as outlined by the RFP. The consultant team will facilitate a kick-off meeting with TCTC and the Steering Committee. The purpose of the meeting will be to discuss project expectations, project activities, schedule, and solidify roles and responsibilities. The consultant will also provide the TCTC with monthly reports and coordinate bi-monthly Steering Committee meetings. Data collection will be completed in coordination with staff and the Steering Committee to ensure relevant material is obtained.

Task 2: Public Outreach

The consultant will develop a comprehensive public outreach effort for the RTP process that meets the requirements of the legislation. The consultant will be responsible for conducting public workshops, preparing notices, graphics, displays and will compile all comments received. This outreach will be robust, educational, and ensure all outreach goals are met. Outreach will also include a focus on disadvantaged, minority, environmentally sensitive, and low-income individuals.

Task 3: Establish Plan Principles and Goals

The last few years have brought many changes to California. These changes have been unexpected, in the form of COVID-19, and traditional, in the form of policy updates. Among the policy updates, and most importantly, were Governor Newsom's 2019 and 2020 executive orders targeted at reducing greenhouse gas emissions (GHG) emissions in transportation, which account for more than 40 percent of all emissions, to reach the state's ambitious climate goals. The Climate Action Plan for Transportation Infrastructure sets California on an aggressive schedule to reach zero emissions and ensure equity for every member of the state. The 2022 RTP should have a heavy focus on supporting the Climate Action Plan for Transportation Infrastructure (CAPTI) in both goals and priority projects. In the realm of the unexpected, the COVID-19 pandemic significantly impacted all public transit in the nation. The 2022 plan will need to address recovery goals in addition to the above climate policy goals. Building upon documents included in Attachment B, the consultant will coordinate with TCTC to create a vision for the RTP using the two areas mentioned above as guides and determine desired results by establishing a set of principles and related goals. The consultant will identify overall regional needs, existing transportation infrastructure, and concerns/issues as they relate to funding and regional goals and policies. Identification of performance measures by which the RTP projects will be measured against will be a critical part of the process.

Task 4: Consider Emerging Technology

We are in a unique technological moment. The emerging technology we're seeing now will fundamentally change the average person's day-to-day life in coming years. Even more, a region such as ours which is rural, with difficult terrain, and variable weather has much to overcome in the process of implementing such technologies. TCTC wants to ensure that these technologies, their regional challenges, and possible solutions, are appropriately included in the 2022 RTP Update. This includes, but is not limited to: Electric vehicles, Hydrogen Vehicles, Automated Vehicles, and electric scooters and e-bikes.

Task 5: Demographic and Revenue Forecasts

Population estimates and demographics should be revised and the model should be updated pursuant to new estimates. This will impact the available funds to improve the transportation system. Due to the rural nature of the region, it is important that this information is clear and strong in order to focus on improvements that will most efficiently meet the transportation needs of the community.

Task 6: Identify Projects and Programs Consistent with CAPTI

Based on the revenue forecast, the Consultant will develop a project list that meets the principles and the goals of the RTP. Again, all of these projects should be consistent with CAPTI and support the state's climate goals. New projects included should be grouped together in a way that creates a cohesive multimodal system addressing community identified needs. This includes, but is not limited to, the List of Recent Plans and Studies included in this document as Attachment B.

Task 7: Create Land Use and Transportation Investment Scenarios

A land use strategy emphasizing infill growth and clustered development within identified low VMT areas is imperative. The RTP Update should encourage improving existing communities. These areas should be supported by projects that create a system supporting sustainable transportation and healthy communities.

Task 8: RTP Plan Preparation

The consultant will prepare the 2022 Regional Transportation Plan in administrative, draft, and final versions. The Consultant should review all applicable local, state, and federal guiding documents to ensure that all requirements are met in the documents.

B. Environmental Document

Task 1: Prepare Notice of Preparation (NOP)

The consultant will prepare the NOP, including a project description, location map, and list of probable environmental effects of the project. In addition, the consultant will review and assess the NOP comments and prepare response to comments.

Task 2: Prepare Draft Environmental Document

A Mitigated Negative Declaration is anticipated for the project due to the RTP preferred alternative being environmentally superior to the “no project” option. The consultant will prepare an administrative draft of the document for internal staff review and comment. Staff comments will then be incorporated into the draft Environmental Document. The draft Environmental Document will include all sections required by CEQA, and in particular all components required by sections 15120-15132 of the CEQA guidelines. Consistent with these requirements, the Environmental Document will contain a CEQA analysis of the 2022 RTP.

Task 3: Prepare Response to Comments Draft Environmental Document

The consultant will be responsible for compiling all public and Board comments and developing a summarization of comments in the Environmental Document. The consultant will prepare written responses to comments received during the process, including a list of persons, organizations, and agencies commenting on the Environmental Document.

Task 4: Prepare a Mitigation Monitoring and Reporting Program (MMRP)

The consultant will prepare a MMRP to ensure the implementation of mitigation measures identified to mitigate any adverse environmental effects of the project. The MMRP shall be included in the Environmental Document as an appendix.

Task 5: Prepare the Final Environmental Document Consistent with the requirements of CEQA Guidelines

The consultant will prepare the Final Environmental Document, which will include a summary of changes made to the draft Environmental Document that were incorporated into the Final Environmental Document. The consultant will provide an electronic and hard copies of the Final Environmental Document.

Optional Task: Identify and Collect Disadvantaged Community Data

In our changing world, it has become apparent that one of rural regions’ biggest challenges is limited available data. The resources available to our urban counterparts are often inaccessible in rural regions, inconsistent, or scattered. TCTC would like to see the inclusion of data regarding our disadvantaged communities such as, but not limited to: air quality, financial means, quality of life, overall health (asthma, obesity, access to healthy food, etc), and access to housing included throughout the document or, possibly, in its own section.

Any submitted proposal looking to be competitive should strive to plan for project completion within 12 months of kick-off.

III. 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 2022 Regional Transportation Plan Agreement(s) invalid, TCTC will not respond to any questions submitted after July 22, 2022. Any communications related to this RFP should be directed to:

Shannon Thaggard, Transportation 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

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 meeting.

Activity	Date
Request for Proposals advertised/circulated	June 14, 2022
Last day written questions accepted	July 1, 2022
Questions and responses posted on website	July 8, 2022
Proposals Due by 2:30 pm	July 22, 2022
Interviews scheduled (optional)	TBD
Contract Award- TCTC	August 10, 2022

IV. 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. Discussion of the consultant's proposals as they relate to Section II, Scope of Work. Consultant's interpretation of the Scope of Work, demonstration of the consultant's understanding of the project requirements, their capability to provide the requested scope of services, and their proposed schedule. The consultant shall identify which professional service function(s) they are qualified to perform.
3. List of project personnel and subcontractors with a description of their duties and 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.

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 retains 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.

Insurance Requirements

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

Hold Harmless/Indemnification

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

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

Proposal Submission & Deadline

All proposal submittals and accompanying materials shall become the property of the Tuolumne County Transportation Council. Proposals must be received and date stamped at the Tuolumne County Transportation Council/Transit Agency office no later than **3:00 p.m. on July 22, 2022. Ten (10)** copies of each Proposal (One signed copy required) should be clearly marked "2022 Regional Transportation Plan for TCTC" and delivered to:

Tuolumne County Transportation Council
Shannon Thaggard, Transportation 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. 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 _____

Attachment A

Agreement for Professional Services *For the 2022 Regional Transportation Plan Update*

This Agreement (“Agreement”) is made and entered into this ___ day of _____, 2022 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 June 14, 2022, including Exhibits and Addenda, if any.
- B. Consultant’s Proposal inclusive of Cost, as accepted by the TCTC, attached hereto as Exhibit B-1 and Exhibit B-2.

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

2. Recitals

- 2.01** The TCTC desires professional transportation planning and engineering consulting services to create a Zero Emission Bus Rollout Plan 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, engineering, zero emission vehicle planning, 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 engineering, and zero emission vehicle planning 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

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: To the extent permitted by law, Contractor does hereby assume liability for, and agrees to defend, indemnify, protect, save and hold harmless the TCTC and its elected and appointed officials, officers, employees, agents and volunteers and its successors and assigns (collectively, TCTC) from and against any and all demands, losses, claims, costs, suits, liabilities, obligations damages, penalties, fines, actions, and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed, asserted against, incurred or suffered by the TCTC by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused, or claimed or alleged to be caused, in whole or in part, by or in any way relating to or arising out of:

- A. Any negligent or intentional act or action, or any neglect, omission or failure to act when under a duty to act on the part of Consultant or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder, except to the extent caused by the negligence or willful wrongful act of the TCTC; and,
- B. any claim of patent or copyright infringement or publication of defamatory material, including the TCTC's failure to request removal of such material in connection with the services performed and/or work products provided under this Agreement by Consultant or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier; and,
- C. a release by Consultant of any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any Federal, State

or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future, but only to the extent that such release is not proximately contributed to or caused by the TCTC.

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

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

37. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the provisions of this Agreement, the TCTC shall impose such Agreement sanctions as it may determine to be appropriate, including, but not limited to:

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

38. Termination of Agreement

38.01 Acts Constituting Termination: This Agreement shall commence on the date of its execution and shall continue until:

- A. Voluntary or involuntary transfer or assignment by either party hereto without the prior written consent of the other party of any of the rights, titles or obligations set forth in this Agreement;
- B. Mutual agreement of the parties hereto to terminate this Agreement;
- C. Any default or breach of this Agreement by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary if the default cannot be reasonably cured within such thirty (30) day period;
- D. Written notice is delivered by either party to the other party ninety (90) days prior to the effective date of termination;
- E. The TCTC may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to Consultant.

38.02 Consultant shall be paid for all work performed through the date of termination at the rates set forth in the Rate Schedule in Exhibit B, and subject to the proportion of work completed and approved by the Executive Director.

Upon termination of this Agreement, all affairs undertaken or conducted pursuant to this Agreement shall be wound up and debts paid.

- 39. Breach:** If Consultant materially breaches the terms of this Agreement, the TCTC shall have the following remedies:
- A. Immediately terminate the Agreement with Consultant;
 - B. Complete the unfinished work under any Work Orders with a different consultant;
 - C. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to any Work Orders and the amount that would otherwise be due Consultant, had Consultant completed the work; and/or
 - D. Allow the Consultant five (5) business days to diligently complete the correction.
- 40. Waiver:** A waiver by the TCTC of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of the TCTC to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- 41. Disputes:** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. The prevailing party shall be entitled to its reasonable attorneys' fees in any legal action to enforce the terms of this Agreement.
- 42. Amendments:** This Agreement may be amended or modified in any way by an instrument in writing, stating the amendment or modifications, signed by the parties hereto.
- 43. Survivorship:** Any responsibility of Consultant for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.
- 44. Severability:** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- 45. Successors and Assigns:** This Agreement is binding upon the TCTC and the Consultant and their successors. Except as otherwise provided herein, neither the TCTC nor the Consultant shall assign, sublet or transfer its respective interest in this Agreement or any part thereof without the prior written consent of the other.
- 46. Succession:** This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.
- 47. Third Party Beneficiary:** Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.

- 48. Ambiguities:** The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have had the opportunity to engage counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.
- 49. Integration:** The Agreement Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.
- 50. Relationship Between the Parties:** Nothing in these Agreement Documents is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture or agency relationship between the TCTC and Consultant.
- 51. Modification:** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.
- 52. Headings and Subtitles:** Headings and subtitles to the Sections of this Agreement have been used for convenience only and do not constitute matter to be considered as interpreting this Agreement.
- 53. Sole and Only Agreement:** This instrument contains the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each party to the other as of this date. Any prior agreements, policies, negotiations and/or representations are expressly set forth in this Agreement.
- 54. Acceptance of Agreement:** The undersigned, having read the foregoing, accept and agree to the terms set forth therein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the administrators for the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto.

In witness hereof, the parties have caused their authorized representatives to execute this Agreement on the XX day of XXXX, 2022.

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

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

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

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

- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:

- 1) The TCTC, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds (“TCTC additional insureds”).
 - 2) This policy shall be considered, and include a provision it is, primary as respects the TCTC additional insureds, and shall not include any special limitations to coverage provided to the TCTC additional insureds. Any insurance maintained by the TCTC, including any self-insured retention the TCTC may have; shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) The insurer waives all rights of subrogation against the TCTC additional insureds.
 - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTC additional insureds.
 - 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 Risk Manager. At the TCTC’s option, Consultant shall demonstrate financial capability for payment of such self-insured retentions.
- G. Evidence of Insurance: Consultant shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Risk Manager. Required evidence of insurance shall be filed with the Risk Manager on or before commencement of performance of this Agreement. Current evidence of insurance shall be kept on file with the Executive Director at all times during the term of this Agreement.
- 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 Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager 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

Documents to be Used in the RTP's Development:

- Tuolumne County Active Transportation Plan
- Promoting Safe Bicycle Travel Opportunities for Bicycle Tourism and Economic Development
- SR 49 from Jamestown to Columbia Complete Streets Corridor Plan// SR 49 Congested Corridor Plan
- Dragoon Gulch Trail/ connection to Racetrack Road/ "Master Plan"
- Central Sierra ZEV Readiness Plan
- SR 120- Yosemite National Park Complete Streets Congested Corridor Plan
- Sierra Northern Railway Improvement project/ Along Campo Seco Improvements?
- Vision Sonora
- 2019 Coordinated Public Transit-Human Services Transportation Plan for Calaveras, Amador, and Tuolumne Counties
- VMT Phase I & II
- J-59 Concept Plan and Funding Program
- ZEB Rollout Plan
- Tuolumne County Highway Safety Plan
- Tuolumne County Emergency Evacuation Plan and Communication Strategies
- Short Range Transit Plan / Human Services Coordinated Plan
- Gold Rush Shared Use Path Plan
- Sierra Railroad Trail Plans
- Hetch Hetchy Trail Plan
- Tuolumne County General Plan and Draft Climate Action Plan
- City of Sonora General Plan