



TUOLUMNE COUNTY TRANSPORTATION COUNCIL

REQUEST FOR QUALIFICATIONS:

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

DATE OF ISSUE: Monday, January 15 , 2024

DEADLINE FOR RESPONSES: Friday, February 16, 2024

Tuolumne County Transportation Council

2 South Green Street

Sonora, CA 95370

www.tuolumnecountytransportationcouncil.org

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NOTICE

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

Request for Qualifications

Date of Issue: Monday, January 15, 2023

**Deadline for Responses:
Friday, February 16, 2024 by 3:00 PM**

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

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

Attention: Darin Grossi, Executive Director

I. Introduction

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

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

Background

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

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

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

In the years following 1987 the project has seen a number of challenges and changes (Attachment B). In 1989, the project was ready for property acquisition but became stalled. In 1990, the Federal Aid Secondary Program ended and funding was lost. In 1991, the

Greenley Road Extension Project became the “North-South Connector Project”, without a specific route, as part of the Countywide Road Program and Traffic Mitigation Feed Program adopted by both Tuolumne County and the City of Sonora. It has remained on the list of regional improvements ever since as numerous studies have supported the project’s validity over the years.

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

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

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

Documentation of the Greenley Road Extension Project history is attached.

Project Goals:

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

At a minimum, the project should meet the most recent Caltrans Project Initiation Document guidelines as well as demonstrate how the project is consistent with the California Action Plan for Transportation Infrastructure, Regional Transportation Plan. The final project will also provide documentation allowing the project to compete within the Caltrans System Investment Strategy process.

Project Budget

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

II. Scope of Work

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

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

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

Task 2: Engineering Analysis of Alternative Alignments

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

In addition to the Greenley Road 1987 alignment, additional alignments addressing input from the public and project management team should be considered in the P.I.D. The potential need for tunnels and bridges should be studied for constructability, cost, and environmental impact assessment. Finally, the proposed route should consider viable alternative intersection locations along SR 49. Three to five alignments should be analyzed for cost, traffic impacts, environmental assessment, and ROW needs. Alternatives should also be evaluated for consistency with the Climate Action Plan for Transportation Infrastructure (CAPTI), Congested Corridor Program, and other applicable State guidance. In a confidential document, the impact to mining claims in the area shall be studied.

Task 3: Right of Way Needs

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

Task 4: Consultation with Property Owners

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

Task 5: Public Outreach

The consultant will develop a comprehensive public outreach effort for the project process that meets the requirements of 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, tribal and low-income individuals. Additionally, there should be outreach targeted at the Project area home owners, Sonora Elementary School, Sonora Regional Hospital, and City merchants. The consultant will meet with individual properties owners and merchants along the corridor to receive and record input on the project. Develop an independent project web page where project information can be shared and transparency maximized.

Task 6: Economic Impact Analysis

The Greenley Road Extension will bypass the downtown of the City of Sonora. This city is the economic center of the County, and, as such, requires adequate consideration of the possible economic impacts of a bypass. The economic impact analysis should review economic impacts to both downtown Sonora as well as the county and city as a whole. Economic analysis should include the "No Project" alternative.

Task 7: Environmental Assessment

A preliminary Environmental Assessment should inform the alternatives that are developed for the project. Environmentally sensitive areas should be avoided where possible. Noise, emissions, aesthetics, and culturally sensitive locations should be taken into account where possible at this stage. After consideration of the preliminary environmental assessment, and refinement of alternatives, the consultant will prepare an administrative draft of the document for three final alternatives, plus a no project alternative, for internal staff review and comment. A detailed traffic study documenting conditions for each alternative, including cyclist and pedestrian travel, must be completed or part of the PID. Additionally, impacts to emergency evacuations should be considered.. Staff comments will then be incorporated into the draft Environmental Scoping Plan. The draft Environmental Scoping Plan will include all sections required by CEQA.

Task 8: Updated Cost Estimate, Schedule, And Financing Plan

After completion of up to 30% design completion and cost estimates for the three final alternatives, the consultant shall complete the Project Initiation Document including next steps and associated schedule for delivery of the project. A proposed financing plan shall be developed for the project that identifies potential federal, state and local funding sources for the plan. The financing plan should provide separate financing strategies for Plan Approval and Environmental Documentation, Right of Way Acquisition and Construction.

Optional Task 1: Annexation Scenario Possibilities

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

III. Submittal Process

Communications / Contacts

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

It is the responsibility of the proposers to check the TCTC website to review the questions and responses. Except for questions that might render the award of this 2022 Regional Transportation Plan Agreement(s) invalid, TCTC will not respond to any questions submitted after January 29, 2024. Any communications related to this RFQ should be directed to:

Darin Grossi, Executive Director
Tuolumne County Transportation Council
2 South Green Street (mailing address),
975 Morning Star drive (physical address)
Sonora, California, 95370
E-mail: dgrossi@co.tuolumne.ca.us

Addenda

Any changes to the Request for Qualifications will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Request for Qualifications document and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on the TCTC website. It is the responsibility of the proposers to check the TCTC website for any addenda. Proposers must certify receipt of the addenda on the appropriate

form (see ADDENDA ACKNOWLEDGMENT, pg. 13), which must be submitted with their proposal.

Schedule of Events

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

Activity	Date
Request for Qualifications advertised/circulated	January 15, 2024
Last day written questions accepted	January 29, 2024
Questions and responses posted on website	February 2, 2024
Qualifications Due by 2:30 pm	February 16, 2024
Interviews scheduled (optional)	TBD
Contract Award- TCTC	TBA

IV. Contents of Statement of Qualifications

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

1. Discussion of the consultant’s qualifications as they relate to Section II, Scope of Work. Consultant's interpretation of the Scope of Work, demonstration of the consultant's understanding of the project requirements, their capability to provide the requested scope of services, and their proposed schedule. The consultant shall identify which professional service function(s) they are qualified to perform.
3. List of project personnel and subcontractors with a description of their duties and Qualifications.
4. Past experience in similar work. List of projects similar in nature to the project, showing past record of performance and project cost control, quality control, and ability to meet schedules.
5. Any requested changes to the draft contract.
6. Pertinent contact information for the agency submitting a proposal, including e-mails, must be included. Proposals submitted without a way to contact the consultant firm submitting a proposal will not be considered.
7. Both electronic and hardcopies of Statement of Qualifications is required.

Evaluation Criteria

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

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

Rating Items

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

Consultant Selection

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

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

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

The TCTC retains the right to withdraw this Request for Qualifications at any time, without prior notice, to reject any or all qualifications submitted which do not comply with provisions of this Request for Qualifications, or for unforeseen reasons related to funding of this project, and/or to waive any irregularities or informalities in the proposal or in the proposal procedure.

Fee and Method of Payment

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

Policy

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

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

Agreement for Professional Consulting Services

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

Insurance Requirements

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

- i. 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. Qualifications must be received, and date stamped at the Tuolumne County Transportation Council/Transit Agency office no later than **3:00 p.m. on February 16, 2024. Ten (10)** hard copies of each Proposal (One signed copy required) and one electronic copy submitted via USB drive should be clearly marked "North-South Connector for TCTC" and delivered to:

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

An electronic copy of the proposal must also be included.

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

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

Attachment A

Agreement for Professional Services ***For the 2023 North-South Connector Study, Project Initiation Document***

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

1. Agreement Documents

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

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

2. Recitals

- 2.01** The TCTC desires professional transportation planning and engineering consulting services to create a North-South Connector Study, Project Initiation Document for Tuolumne County, managed by the TCTC (such services are hereinafter referred to as the “Project”) and,
- 2.02** The TCTC has determined the Project involves the performance of specialized professional and technical services; and,
- 2.03** Consultant has responded to the TCTC’s Request for Qualifications soliciting professional engineering and transportation planning consulting services; and,
- 2.04** Consultant hereby represents that it is in the business of, and fully qualified in the field of professional transportation planning, engineering, and is fully willing and able to perform the work orders described in the 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, 2024.

For the Consultant:

Legal Name of Firm

Signature

Street Address

Name (typed)

City, State, Zip Code

Title

For the TCTC:

Tuolumne County Transportation Council

Approval Recommended:

Chair of the TCTC

Executive Director

Date: _____

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

By: _____

Date: _____

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.