



TUOLUMNE COUNTY TRANSPORTATION COUNCIL

REQUEST FOR PROPOSALS:

Triennial Performance Audits of the TCTC and Regional Public Transit System and Strategic Planning

DATE OF ISSUE: June 1, 2025

DEADLINE FOR RESPONSES: July 15, 2025, 3:00pm PST

Tuolumne County Transportation Council

975 Morning Star Dr, Suite A

Sonora, CA 95370

www.tuolumnecountytransportationcouncil.org

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NOTICE

The Tuolumne County Transportation Council (TCTC) is soliciting proposals from qualified consultants to conduct:

1. Triennial Performance Audits of the Tuolumne County Transportation Council (RTPA) and Tuolumne County Transit (public transit operator), in compliance with the California Public Utilities Code Section 99246 and relevant Transportation Development Act (TDA) requirements, for fiscal years 2022-23 through 2024-25; and
2. Strategic Planning Services to assist TCTC in identifying key priorities, strategies, and implementation actions that will guide agency activities and investments over the next 3–5 years.

Request for Proposals

Date of Issue: June 1, 2025

Deadline for Responses:

July 15, 2025, 3:00 pm

Delivery Methods:

Email only

Submission Address:

dbergamaschi@co.tuolumne.ca.us

Attention: Denise Bergamaschi, Executive Assistant

Proposal Submission:

Proposals must be submitted by email with the subject titled “Proposal for Triennial Performance Audit and Strategic Planning

Please note that TCTC is not responsible for delays in electronic delivery. Late submissions will not be accepted or considered, regardless of postmark date. It is the respondent's responsibility to ensure timely delivery of their proposal.

OVERVIEW

The Tuolumne County Transportation Council (TCTC) invites qualified consultants to submit proposals to conduct:

1. Triennial Performance Audits for Fiscal Years 2022-23 through 2024-25 of:
 - The Tuolumne County Transportation Council (TCTC), the Regional Transportation Planning Agency (RTPA) for Tuolumne County; and
 - Tuolumne County Transit, the public transit operator receiving Transportation Development Act (TDA) funds.
2. Strategic Planning Services to assist TCTC in identifying key priorities, implementation strategies, and actions to guide agency investments, programming, and interagency coordination over the next three to five years.

The performance audits must be completed in compliance with the requirements of the Transportation Development Act (TDA) and California Public Utilities Code Section 99246, as well as the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities developed by the California Department of Transportation. The audit component shall include a review of compliance with TDA regulations, follow-up on prior audit recommendations, assessment of performance indicators, and evaluation of organizational efficiency, effectiveness, and economy.

The strategic planning component will build upon insights from the audit and internal staff interviews, as well as engagement with the TCTC Board and key stakeholders. The strategic planning process should result in a succinct, actionable document that identifies shared goals, strategic priorities, and measurable implementation steps aligned with the agency's mission and capacity.

TCTC anticipates awarding a single contract to a firm or team that can provide both services under one agreement, with a combined not-to-exceed budget that includes itemized costs for each component. The contract is expected to begin in Summer 2025 with completion of the work within approximately six months from the start date.

This is an opportunity to assist a rural RTPA with limited staff capacity in meeting state-mandated auditing requirements while also supporting long-range planning and agency development. Consultants are encouraged to bring creativity, practical knowledge of rural transportation challenges, and experience facilitating effective planning and performance evaluation processes.

Proposals must be submitted by July 15, 2025, 3:00 PM. Late submissions will not be considered.

PROJECT SUMMARY AND DESCRIPTION

The contract for Triennial Performance Audit and Strategic Planning Services will be an agreement between the Tuolumne County Transportation Council (TCTC) and the selected consultant or consulting team. The consultant will invoice TCTC for services rendered, and TCTC will process payments in accordance with the terms of the agreement. Funding for the contract will be provided by TCTC using Federal, State, and/or local sources, in compliance with applicable financial, procurement, and grant administration regulations. The contract will be awarded by TCTC, and the TCTC Executive Director and designated staff will serve as the primary points of contact for project coordination and contract administration.

The project includes two distinct scopes of work under a single contract:

Scope 1: Triennial Performance Audits (FY 2022-23 through 2024-25)

The selected consultant will be responsible for conducting Triennial Performance Audits of:

- Tuolumne County Transportation Council (TCTC) – as the Regional Transportation Planning Agency (RTPA)
- Tuolumne County Transit – as the designated public transit operator receiving TDA funds

These audits are required under California Public Utilities Code Section 99246 and must be conducted in accordance with the standards outlined in the Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities (Caltrans, 2008) and the Government Auditing Standards (GAO Yellow Book). The consultant will evaluate the efficiency, effectiveness, and economy of the operations of both entities, review compliance with TDA requirements, verify performance indicators, and follow up on recommendations from prior audits.

The consultant will be expected to work directly with TCTC and Tuolumne County Transit to obtain operational and financial data, conduct interviews, review relevant documentation, and produce timely draft and final reports for review and presentation to the TCTC Board. The audit must be completed in a timely manner to meet State requirements and facilitate continued eligibility for TDA funding.

Scope 2: Strategic Planning Services (3–5 Year Outlook)

In addition to the required audits, the selected consultant will provide Strategic Planning Services to help TCTC define its organizational direction and strategic priorities for the next three to five years. This process will build upon insights gained through the performance audit and will include:

- Engagement with staff, Board members, and key regional stakeholders;
- Facilitation of workshops or interviews to identify shared goals, opportunities, and challenges;
- Development of an actionable Strategic Plan that outlines core focus areas, priority initiatives, potential performance measures, and implementation strategies.

The goal of the strategic planning process is to produce a succinct, usable document that can guide TCTC's future programming, investments, interagency collaboration, and policy development—especially as the agency navigates evolving transportation funding opportunities, rural mobility challenges, and regional growth.

The successful consultant will demonstrate experience in both TDA performance auditing and strategic planning for transportation agencies, particularly in small or rural regions. The combined scope of work is intended to promote continuity between audit findings and long-term agency planning, resulting in a coordinated and cost-effective approach.

A single contract will be awarded for both scopes of work, with a combined not-to-exceed amount. Proposers will be asked to submit a detailed and itemized cost proposal for each scope.

SCOPE OF WORK/ SERVICES

The selected consultant will be responsible for completing two related but distinct scopes of work under a single contract: (1) the Triennial Performance Audits of the Regional Transportation Planning Agency (RTPA) and transit operator for fiscal years 2022-23 through 2024-25, and (2) Strategic Planning Services to develop an actionable 3–5 year plan that aligns with audit insights and regional priorities. Each scope is described below.

Scope 1: Triennial Performance Audits (FY 2022-23 through 2024-25) Services to Be Performed

The consultant shall conduct performance audits of:

- Tuolumne County Transportation Council (TCTC), as the RTPA
- Tuolumne County Transit, the public transit operator

Audits shall comply with:

- California Public Utilities Code Section 99246
- Applicable portions of the *Government Auditing Standards* (“Yellow Book”)
- Caltrans’ *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* (most recent published version)

The consultant will be responsible for:

1. Preliminary Review
 - Conduct a kickoff meeting with TCTC staff
 - Review prior performance audit recommendations and assess implementation
 - Collect and review background information, including short-range transit plans, TDA claims, budgets, organizational charts, service data, and planning documents
2. Compliance Review

- Evaluate compliance with TDA requirements and relevant Public Utilities Code sections (e.g., 99243, 99245, 99247, 99268, 99270.1, and others as applicable)
- 3. Verification of Performance Indicators
 - Review and verify the five TDA-required performance indicators for each year of the audit period:
 - Operating cost per passenger
 - Operating cost per vehicle service hour
 - Passengers per vehicle service hour
 - Passengers per vehicle service mile
 - Vehicle service hours per employee
- 4. Functional Review
 - Conduct detailed functional reviews of key areas, including:
 - General management and organization
 - Service planning
 - Scheduling, dispatch, and operations
 - Personnel management and training
 - Maintenance
 - Marketing and customer service
 - Administration and financial oversight
- 5. Interviews and Site Visits
 - Conduct interviews with relevant TCTC and Tuolumne County Transit staff and, as appropriate, representatives from the County and City of Sonora
- 6. Draft and Final Reports
 - Prepare a draft audit report for each entity
 - Present findings and recommendations to TCTC staff for review
 - Incorporate feedback into final reports
 - Present findings to the TCTC Board at a public meeting

Deliverables

- Kickoff meeting and work plan
- Draft and final audit reports for:
 - TCTC (RTPA)
 - Tuolumne County Transit (operator)
- Summary matrix of prior audit recommendations and implementation status
- Digital and hard copy versions of final reports
- Presentation of final reports to the TCTC Board

All deliverables must be submitted in a timely manner to allow TCTC to meet State reporting requirements and ensure continued TDA fund eligibility.

Scope 2: Strategic Planning Services (3–5 Year Plan)

Services to Be Performed

The consultant shall facilitate and develop a strategic plan that supports TCTC’s mission and future direction. Strategic planning activities shall be coordinated with the performance audit process, drawing on audit findings and stakeholder engagement to inform priorities.

The consultant will be responsible for:

1. Project Initiation
 - Conduct a strategic planning kickoff session with TCTC staff
 - Review recent plans, audit findings, performance data, and regional transportation documents
2. Stakeholder Engagement
 - Conduct interviews, workshops, or facilitated discussions with:
 - TCTC staff
 - TCTC Board members
 - Local jurisdictions (County and City of Sonora)
 - Transit agency staff
 - Community stakeholders, as identified by TCTC
3. Plan Development
 - Identify strategic priorities and focus areas
 - Develop goals, strategies, and preliminary implementation actions
 - Identify key performance measures and metrics for tracking progress
 - Draft a concise and actionable plan that aligns with agency resources, authority, and capacity
4. Review and Refinement
 - Present a draft plan to staff and Board
 - Facilitate a review session to refine content and ensure alignment
 - Finalize and format the plan for public release and ongoing use

Deliverables

- Stakeholder engagement summary (meeting notes or synthesis memo)
- Draft strategic plan, including:
 - Vision and mission statements (as appropriate)
 - Strategic focus areas and priority initiatives
 - Implementation actions and responsible parties
 - Timeline and performance metrics
- Final strategic plan in accessible and visually appealing format (print and digital)
- Presentation of the final plan to the TCTC Board

PROPOSAL SUBMISSION REQUIREMENTS

Proposals should be concise, well-organized, and specifically responsive to the requirements outlined in this Request for Proposals (RFP). The intent of this RFP is to encourage thoughtful and cost-effective proposals that demonstrate the consultant's understanding of both the triennial performance audit process and strategic planning for regional transportation agencies.

Proposals must be divided into two separate documents:

- A Technical Proposal (Items 1–7)
- A Cost Proposal (Item 8)

1. Transmittal Letter

The transmittal letter must include:

- The name, title, address, phone number, and email of an individual authorized to negotiate and legally bind the proposer to a contract.
- The signature of the authorized representative.
- A statement confirming that the proposer has reviewed the scope of work, understands the regulatory and reporting requirements for triennial performance audits under the Transportation Development Act (TDA), and agrees to comply with all applicable requirements related to both audit and strategic planning services.

2. Table of Contents

A listing of the major sections of the proposal and their corresponding page numbers.

3. Introduction

A brief overview of the proposing firm or team, including:

- The year the firm was established and its type of organization (e.g., corporation, partnership, sole proprietorship).
- Any significant changes in firm size or structure over the past five years.
- A general statement of qualifications related to performance audits of RTPAs and transit operators.
- A summary of relevant experience with strategic planning projects for public-sector transportation agencies, especially in rural or small urban contexts.

4. Technical Approach

This section must describe the consultant's proposed approach for completing both components of the project:

a) Demonstration of Understanding

- A discussion of the purpose and significance of triennial performance audits, including key TDA requirements and standards.
- An understanding of TCTC's dual role as both an RTPA and transit funding administrator.
- An awareness of challenges and opportunities related to strategic planning for rural transportation agencies.

b) Scope of Work & Deliverables

- A clear and detailed description of the proposed methodology for conducting the audits and completing the strategic plan.
- A discussion of proposed tools or processes for stakeholder engagement, data verification, analysis, and plan development.

c) Schedule & Timeline

- A proposed project schedule with key milestones, including dates for draft and final deliverables.
- A visual timeline or Gantt chart illustrating the phases of both scopes of work.

5. Project Management

Proposers must describe:

- The project management approach to ensure timely completion, clear communication, and responsiveness to TCTC staff.
- Quality assurance and quality control (QA/QC) procedures for both audit reports and the strategic plan.
- Any methods used to identify and resolve data gaps, compliance risks, or stakeholder coordination challenges.

6. Consultant Staff

This section must include:

- Resumes or brief bios of all key personnel assigned to the project, including the project manager(s) for the audit and strategic planning components.
- An organizational chart showing reporting relationships and team roles.
- A description of each team member's qualifications, experience, and certifications (e.g., CPA, CGFM, AICP, etc.) relevant to performance auditing or strategic planning.

7. Consultant Qualifications & References

The proposal must include:

- Three references from recent or relevant projects. For each reference, provide:
 - Client name and contact information (name, title, agency, email, and phone)
 - Description of services provided
 - Fiscal years covered or planning timeframe addressed

- Team members involved
- If subcontractors are proposed, provide two to three references for those firms or individuals as well.
- A statement on the firm's commitment to equity, use of Disadvantaged Business Enterprises (DBEs), or other inclusive contracting practices, if applicable.
- Disclosure of any known or potential conflicts of interest.

8. Cost Proposal (Submitted Separately)

The cost proposal must include:

- Hourly rates for all personnel involved in the project
- Estimated hours by task and by staff member for each scope of work (Audit and Strategic Planning)
- Itemized costs by fiscal year (for audits) and by phase (for planning)
- Any additional direct costs (e.g., travel, printing, facilitation materials)
- A single not-to-exceed total amount for the entire project, with audit and strategic planning costs presented as separate subtotals

9. Submission Instructions & Deadline

Proposers must submit:

- One (1) signed electronic copy (PDF format) of the Technical Proposal (Items 1–7)
- One (1) signed electronic copy (PDF format) of the Cost Proposal (Item 8)

All proposals must be received **by July 15, 2025, 3:00 PM PST**. Proposals should be emailed to:

Denise, Bergamaschi
Tuolumne County Transportation Council (TCTC)
dbergamaschi@co.tuolumne.ca.us

All submissions must be clearly labeled:

“Proposal for Triennial Performance Audits and Strategic Planning Services”

Late submissions will not be considered. Proposers are encouraged to request a read receipt or confirmation of submission.

All proposals, whether selected or rejected, shall become the property of TCTC. Proposals may be withdrawn or modified prior to the deadline with a written request.

10. Contract Comments

If the proposer has objections or concerns regarding the sample agreement for professional services (Attachment A), they must submit a written discussion of their concerns. TCTC reserves

the right to disqualify any proposer that does not provide a written discussion or has concerns considered non-negotiable.

SCHEDULE

Request for Proposals released	June 1, 2025
Last day to submit written questions on RFP	June 13, 2025
Responses to questions posted on website	June 18, 2025
Deadline to submit proposals	July 15, 2025
Selection process concluded (tentative)	August 1, 2025
Agreement negotiation concluded (tentative)	August 15th, 2025
Agreement(s) executed (tentative)	September 1, 2025

EVALUATION CRITERIA

A Proposal Review Panel, composed of TCTC staff and designated evaluators, will review all proposals for responsiveness, completeness, and alignment with the objectives outlined in this RFP. Proposers may be contacted for additional information or clarification and may be invited to participate in an interview, if necessary. However, TCTC reserves the right to make a selection based solely on the written proposals and may forgo oral interviews at its discretion.

Each proposal will be evaluated using the following weighted criteria:

Evaluation Criteria	Points
Specialized experience and technical competence in performance audits and strategic planning for public-sector transportation agencies	15
Demonstrated experience conducting TDA audits and comparable projects for RTPAs and transit operators	20
Understanding of the functions, responsibilities, and challenges of a Regional Transportation Planning Agency (RTPA), including integration with transit operations	15
Quality and clarity of the proposed technical approach, scope of work, methodology, and project schedule for both audit and strategic planning components	20
Qualifications and relevant experience of key personnel assigned to the project, including professional certifications and familiarity with applicable audit standards	20
Cost proposal, including clarity of cost breakdown, hourly rates, and overall cost-effectiveness for completing both scopes of work	10
Total Possible Score	100

Participation of qualified Disadvantaged Business Enterprises (DBEs) and minority-owned firms in this project is strongly encouraged.

TCTC reserves the right to negotiate final terms with the selected consultant, including adjustments to scope, budget, and timeline, as necessary to best meet agency needs.

CONSULTANT SELECTION

Following the evaluation of consultant firms, the Executive Director may enter into negotiations with the top-ranked consultant(s) to develop a draft agreement. The purpose of these negotiations is to finalize an agreement that ensures the required services or deliverables are provided in accordance with the professional qualifications of the selected firm(s).

If an agreement cannot be reached with any of the consultants recommended by the Selection Committee, the committee may be asked to provide additional recommendations.

Once a draft agreement is reached, it will undergo internal review within TCTC before receiving final approval and execution.

TCTC hereby notifies all proposers that it will affirmatively ensure that Disadvantaged Business Enterprises (DBEs) have full opportunity to submit proposals in response to this RFP. Proposers will not be discriminated against on the basis of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin, or physical or mental disability in consideration for an award.

Additionally, any consultant contracted by TCTC must not discriminate against any employee or applicant for employment based on race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin, or disability. The consultant(s) shall comply with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and any subsequent amendments.

TCTC reserves the right to withdraw this RFP at any time without prior notice, to reject any or all submitted qualifications, and/or to waive any irregularities or informalities in the submission or review process.

FEE AND METHOD OF PAYMENT

The Tuolumne County Transportation Council (TCTC) will enter into a single agreement for both the Triennial Performance Audit and the Strategic Planning services described in this RFP. The contract will establish a not-to-exceed amount based on the selected consultant's cost proposal, with invoicing tied to defined milestones and deliverables.

Payment Terms

The consultant shall submit invoices for progress payments as tasks are completed, no more frequently than once per month. Progress payments will be made upon submission of a detailed invoice and

verification of completed work. Payments will be limited to 90% of the approved budget for each completed task. The remaining 10% retention will be released upon final acceptance and presentation of all deliverables to the TCTC Board, as applicable.

Invoice Requirements

Each invoice must include:

- A detailed breakdown of services rendered, organized by scope (Audit or Strategic Planning) and by task
- The name(s) and classification(s) of staff who performed the work, hours billed, and applicable hourly rates
- Any reimbursable expenses (if allowed by contract), itemized and accompanied by receipts
- A brief narrative summary of the work completed during the billing period

Payment will be made within 30 calendar days of invoice approval. TCTC reserves the right to withhold payment for incomplete or unsatisfactory work or if deliverables do not meet contractual, regulatory, or professional standards.

Final Retention

The 10% retention withheld on progress payments will be released after:

- All final reports and deliverables have been received and accepted by TCTC
- The consultant has presented final deliverables to the TCTC Board, if requested
- Any requested post-submittal clarifications or revisions have been completed

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Request for Proposals (RFP) does not obligate the Tuolumne County Transportation Council (TCTC) to award a contract for consulting services. TCTC is not responsible for any costs incurred in the preparation, submission, or presentation of proposals.

A draft copy of the Professional Services Agreement for this combined project—covering both the Triennial Performance Audits and Strategic Planning Services—is included as Attachment A to this RFP. Prospective consultants are strongly encouraged to review all provisions in the draft agreement before preparing and submitting their proposals.

TCTC reserves the right to negotiate final terms, conditions, scope, and budget with the selected consultant prior to execution of the agreement. If a mutually acceptable agreement cannot be reached within a reasonable timeframe, TCTC may terminate negotiations and initiate discussions with the next-ranked proposer.

If a consultant intends to propose substantive revisions to any portion of the draft agreement, those proposed changes must be clearly identified in the proposal submission. Failure to disclose proposed revisions during the proposal phase may preclude the opportunity to negotiate those terms after selection.

The final agreement will define the approved scope of work, deliverables, schedule, fee structure, and invoicing procedures, and will be subject to all applicable state and local contracting requirements.

INSURANCE REQUIREMENTS

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

QUESTIONS AND CLARIFICATIONS

To ensure fairness and transparency in the RFP process, TCTC is committed to providing equal access to information for all prospective proposers. Individual telephone inquiries regarding this RFP will not be addressed, and any oral responses should not be considered binding.

Proposers are encouraged to submit written questions via email to seek clarification on any aspect of the RFP. To maintain a level playing field, TCTC will compile all submitted questions, along with written responses, and post them on the official TCTC website at:

tuolumnecountytransportationcouncil.org

It is the responsibility of all interested parties to regularly check the website for updates and clarifications.

Deadline for Questions:

All questions must be submitted by **June 13, 2025**. TCTC reserves the right not to respond to questions submitted after this deadline, except in cases where the inquiry may impact the validity of the contract award.

All communications related to this RFP should be directed to:

Denise Bergamaschi
Tuolumne County Transportation Council
Email: dbergamaschi@co.tuolumne.ca.us

To ensure proper documentation and response, all inquiries must be submitted via email.

ADDENDA

Any changes or updates to this Request for RFP will be issued through a written addendum. Once issued, addenda become part of this RFP and take precedence over any conflicting provisions in previously issued documents.

Addenda will be posted on the official TCTC website:

tuolumnecountytransportationcouncil.org

It is the sole responsibility of proposers to regularly check the website for any addenda or updates.

Proposers must certify receipt of all addenda by completing the required acknowledgment form, which must be submitted with their qualifications package.

HOLD HARMLESS/ INDEMNIFICATION

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

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

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

ADDENDA ACKNOWLEDGMENT

(To be submitted with Proposals packet)

Receipt of the following addenda is hereby acknowledged:

Addendum No. _____ Proposer's Initials _____

Addendum No. _____ Proposer's Initials _____

Addendum No. _____ Proposer's Initials _____

Addendum No. _____ Proposer's Initials _____

Attachment A

Agreement for Professional Services For Triennial Performance Audits and Strategic Planning Services

This Agreement (“Agreement”) is made and entered into this ____ day of ____, 2025 by and between the Tuolumne County Transportation Council (“TCTC”), a California joint powers authority and _____, a California based company or a (identify state) based company or corporation licensed to do business in the State of California (“Consultant”).

1. Agreement Documents

1.01 The total agreement between the parties consists of this Agreement and the following additional documents, copies of which are attached hereto and incorporated herein by this reference:

- A. Request for Proposal issued June 1, 2025, including Addenda, if any.
- B. Standard Insurance Requirements attached hereto as Exhibit A.
- C. Draft Agreement and Scope of Work attached hereto as Exhibit B.
- D. Consultant’s Proposal, Rate Schedule, and Project Schedule, as accepted by the TCTC and TCTA, attached hereto as Exhibit C.
- E. Certification Regarding Lobbying attached hereto as Exhibit D.
- F. Debarment & Suspension Certification attached hereto as Exhibit E.

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 Tuolumne County Transportation Council (TCTC) desires professional consulting services to conduct Triennial Performance Audits for Fiscal Years 2022/23 through

2024/25 in accordance with the Transportation Development Act (TDA) and related state regulations, as well as to facilitate and prepare a multi-year Strategic Plan to guide agency priorities, planning, and investments (such services are hereinafter referred to collectively as the “Project”); and,

- 2.02** TCTC has determined that the Project involves the performance of specialized professional and technical services requiring expertise in transportation performance auditing, TDA compliance, organizational assessment, and public-sector strategic planning; and,
- 2.03** Consultant has responded to TCTC’s Request for Proposals (RFP) soliciting professional services for the completion of both the required Triennial Performance Audits and the development of a Strategic Plan consistent with TCTC’s goals and responsibilities under the TDA and Government Code; and,
- 2.04** Consultant hereby represents that it is in the business of, and fully qualified in the fields of governmental performance auditing and transportation-related strategic planning, with demonstrated expertise in TDA audit standards and planning processes for regional transportation agencies, and is fully willing and able to perform the tasks described in the RFP and this Agreement with the level of professionalism and quality required. TCTC awards this Agreement in reliance on such representations, and on Consultant’s specific skills, experience, and qualifications as stated in its proposal; and,
- 2.05** TCTC and Consultant intend to enter into this Agreement for the furnishing of such services for the consideration and subject to the terms hereinafter set forth.

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

- 3. Project Description:** The Consultant shall provide professional performance auditing and strategic planning services to the Tuolumne County Transportation Council (TCTC) in accordance with the Transportation Development Act (TDA), relevant sections of the California Public Utilities Code, and applicable state auditing standards. Services include the completion of Triennial Performance Audits for Fiscal Years 2022/23 through 2024/25 for both TCTC, as the Regional Transportation Planning Agency (RTPA), and Tuolumne County Transit, as the public transit operator. In addition, the Consultant shall facilitate and prepare a Strategic Plan that establishes agency priorities and implementation strategies for the next three to five years. This plan will be informed by audit findings, staff and stakeholder input, and relevant agency goals. The goal of the project is to ensure TCTC’s compliance with triennial audit requirements under the TDA, support performance improvement and accountability, and provide a focused, actionable roadmap for agency planning and investment.

4. **Effective Date/Term:** This agreement shall be effective from the date of execution. The term of the Agreement shall extend from the date TCTC issues a Notice to Proceed and shall continue until completion of the tasks as identified within the Scope or Work (Exhibit B).
5. **Commencement/Completion of Work:** The Consultant agrees to commence work upon execution of this Agreement and receipt of a written notice to proceed from the TCTC Executive Director/Manager and perform and complete the project in compliance with the Scope of Work, Exhibit B, and Project Schedule in Exhibit C.
6. **Suspension, Delay, or Interruption of Work:** The TCTC may suspend, delay, or interrupt the services of the Consultant for the convenience of the TCTC. In the event of force majeure or such suspension, delay or interruption, an equitable adjustment in the Project's schedule, commitment and cost of Consultant's personnel and subconsultant, 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 in the Agreement Documents. A time extension may be granted if 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 subconsultant adheres to this same work standard.

- 11. Personnel:** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall provide all staff necessary to completion of services under this Agreement. The Consultant's Project Team identified in their proposal shall be the Project Team for the duration of the 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/Manager. This paragraph shall not relieve Consultant of any obligation or liability undertaken by 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 hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of depositing in the United States mailbox if mailed as provided in this section.

If to TCTC:

Tuolumne County Transportation Council
Tamera Blankenship, Executive Director
975 Morning Star Dr., Suite A
Sonora, CA 95370
tblankenship@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 any subcontractor shall provide a Certificate of Insurance as proof of a policy of insurance satisfactory to the TCTC evidencing that Consultant and 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. Compensation:

19.01 Consultant will be reimbursed for actual costs incurred by consultant in the performance of work directly related to this Agreement pursuant to the Scope of Work (Exhibit B) and Rate Schedule (Exhibit C). Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for through an amendment to this Agreement. In the event that the TCTC determines that a change to the work from that specified in this Agreement is required, the Agreement term

or allowable reimbursable costs shall be adjusted through an amendment to this Agreement to accommodate the changed work.

19.02 Progress payments will be made monthly in arrears based upon the work completed by task at the close of the billing period and allowable incurred costs. Consultant will include with each progress payment request a monthly written progress report for work completed, as described in Article 20, Reporting Requirements, of this Agreement. Progress payment requests shall be based on the amount of work completed per task in accordance with Exhibit B, Scope of Work, and shall be billed in accordance with the Rate Schedule included in Exhibit C. Progress payment requests and monthly progress reports shall be reviewed and approved by the TCTC Executive Director/Manager prior to processing payments. Progress payments will be limited to ninety percent (90%) of the budget for the tasks completed. The ten percent (10%) retention will be released upon completion, presentation, and approval of the final Project.

19.03 Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the TCTC Executive Director/Manager of itemized invoices. Payment of invoices can usually be expected within 30 calendar days of receipt and approval. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. The final invoice should include a summary of the total expenditures, final amount due, and final report on the work completed pursuant to this Agreement. Payment of the final invoice will be processed once the Project has been formally approved by the TCTC.

19.04 No payment will be made prior to approval of any work, nor for any work performed prior to execution of this Agreement and a Notice to Proceed issued by the TCTC.

19.05 If Consultant fails to submit the required deliverables according to the approved schedule and Scope of Work, TCTC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 38, Termination.

20. Reporting Requirements: The Consultant will 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 it 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 it has not paid or agreed to pay any company or person other than a bona fide employee, a fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon, resulting from the award or making this Agreement. For breach or violation of this warranty, the TCTC shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 25. Covenant Against Gratuities:** Consultant covenants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any member, officer, or employee of the TCTC with a view toward securing favorable treatment in the award, modification, or performance evaluation of this Agreement. For breach or violation of this covenant, the TCTC shall have the right to cancel this Agreement without any liability to Consultant.
- 26. Restrictions on Lobbying:** Consultant shall not pay any person or organization to influence or attempt to influence an officer or employee of any federal, state, or local agency in connection with awarding this Agreement or any other federal award from which funding for this Project is originally derived, consistent with 31 U.S.C. section 1352.

27. Transfer of Agreement: This Agreement is made in reliance by TCTC upon the qualifications and responsibility of consultant. The performance by Consultant of this Agreement may not be assigned, sublet, transferred or in any way subcontracted, except upon the prior written approval of the TCTC.

28. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by consultant for work to be performed under subcontract, including procurement of material or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement relative to civil rights requirements. Consultant shall provide the TCTC documentation of such notifications.

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

29. Third Party Obligations: Consultant shall be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement. Consultant shall pay directly such parties for all amounts due under said arrangement. Consultant shall indemnify, defend, and hold the TCTC harmless from any and all claims and liabilities arising from any third-party contracts. Consultant shall exert its best efforts to prevent any loss to the TCTC from the failure of proper performance of any third party.

30. Conflicts of Interest: Consultant shall not enter into any agreement, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer or employee of Consultant or the TCTC, during the Project term and for one year thereafter, has any direct or indirect interest. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of the Project term any such interest, and if such interest is immediately disclosed to Consultant and such disclosure is entered upon the minutes of Consultant's written report to the TCTC of such interest, Consultant, with the prior written approval of the TCTC, may waive the prohibition contained in this subsection; provided that any such present member, officer or employee shall not participate in any action by Consultant or the TCTC relating to such agreement, subcontract or arrangement.

31. Debarment and Suspension Certification: 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 nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement term shall not discriminate on the grounds of race, color, sex, national origin, religion, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for 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 sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor, sub-consultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color or national origin. Consultant shall provide the TCTC documentation of such notifications.

D. Information and Reports: The Consultant shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined the TCTC, State or Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the TCTC, State or FHWA, as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the TCTC and/or State shall impose such Agreement sanctions as they or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments due to Consultant under this Agreement within a reasonable period of time, not to exceed 90 days; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part.

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

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

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

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

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

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

38. Termination of Agreement:

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

- A. 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 C, and subject to the proportion of work completed and approved by the Executive Director.

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

39. Breach: If Consultant materially breaches the terms of this Agreement, the TCTC shall have the following remedies:

- A. Immediately terminate the Agreement with Consultant.
 - B. Complete the unfinished work under any Work Orders with a different consultant.
 - C. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to this Agreement and the amount that would otherwise be due Consultant, had Consultant completed the work; and/or
 - D. Allow the Consultant five (5) business days to diligently complete the correction.
- 40. Waiver:** A waiver by the TCTC of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of the TCTC to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- 41. Disputes:** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. The prevailing party shall be entitled to its costs, including reasonable attorneys' fees, in any legal action to enforce the terms of this Agreement.
- 42. Amendments:** This Agreement may be amended or modified in any way by an instrument in writing, stating the amendment or modifications, signed by the parties hereto.
- 43. Survivorship:** Any responsibility of consultant for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.
- 44. Severability:** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- 45. Successors and Assigns:** This Agreement is binding upon the TCTA/TCTC and the Consultant and their successors. Except as otherwise provided herein, neither the TCTA/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 TCTA/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
__ day of __, 2025.

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: _____

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.

