



TUOLUMNE COUNTY TRANSPORTATION COUNCIL

REQUEST FOR QUALIFICATIONS:

Request for Qualifications: Governmental Accounting and Financial Reporting Services

DATE OF ISSUE: June 1, 2025

DEADLINE FOR RESPONSES: July 15, 2025

[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 qualifications to retain a firm or individual to provide governmental accounting and financial reporting services. The major objective of this engagement is to support TCTC in developing and maintaining sustainable internal accounting systems, ensuring compliance with the Transportation Development Act (TDA), and preparing timely, audit-ready financial statements for review by external auditors. Services will supplement internal staff capacity and may include advisory support on best practices for public sector financial management and ongoing readiness for fiscal and compliance audits.

Request for Qualifications

DATE OF ISSUE: JUNE 1, 2025

Deadline for Responses:

TUESDAY, JULY 15, 2025

Delivery Methods:

Email Only

Submission Address:

dbergamaschi@co.tuolumne.ca.us

Attention: Denise Bergamaschi, Executive Assistant

Subject Line:

Clearly label all submissions with the subject line "To Provide Governmental Accounting and Financial Reporting Services to the Tuolumne County Transportation Council".

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

BACKGROUND

The Tuolumne County Transportation Council (TCTC) was established through a Joint Powers Agreement (JPA) in 1967 and serves as the designated Regional Transportation Planning Agency (RTPA) for Tuolumne County. In this role, TCTC is responsible for coordinating transportation planning, programming, and funding efforts on behalf of both the County of Tuolumne and the City of Sonora.

TCTC also provides staffing and administrative support to the Tuolumne County Transit Agency (TCTA), overseeing regional transit planning and services.

The TCTC governing board is composed of five members:

- Two representatives from the Tuolumne County Board of Supervisors,
- Two representatives from the Sonora City Council, and
- One at-large citizen member appointed by majority vote of the other four.

City and County representatives are appointed annually by their respective governing bodies, while the at-large member serves a four-year term.

TCTC plays a central role in guiding the planning and implementation of transportation programs that rely on federal and state funding, while also identifying and pursuing new local funding strategies. In addition to administering state-mandated programs such as the Transportation Development Act (TDA), TCTC contributes directly to the development of local and regional transportation improvement projects.

To ensure technical quality and operational efficiency, TCTC contracts with consultants for specialized support—including transportation engineering, transit and corridor studies, performance audits, and financial services.

TCTC is a small, collaborative agency staffed by an Executive Director, two Senior Administrative Analysts, one Administrative Analyst II, one Transit Planner II, an Executive Assistant/Board Clerk, and a retired annuitant (former Executive Director) who provides limited project-based support.

Position/Title	TCTC	Transit
Executive Director	60%	40%
Executive Director, Retired Annuitant (960 hours)	90%	10%
Senior Administrative Analyst (Accounting)	50%	50%
Senior Administrative Analyst	25%	75%
Administrative Analyst II	50%	50%
Transit Planner II	90%	10%
Executive Assistant/ Board Clerk	50%	50%

PROJECT DESCRIPTION

The Tuolumne County Transportation Council (TCTC) is considering a multi-year retainer agreement with at least one qualified certified public accountant (CPA) or firm to provide governmental accounting and financial reporting services. Specific scopes of work, schedules, and costs will be defined in individual Work Orders, each of which must be agreed upon and approved in writing by both the TCTC Executive Director and an authorized representative of the selected consultant. Upon approval, TCTC will issue a Notice to Proceed for each specific Work Order.

TCTC is seeking professional consulting services to support internal fiscal capacity, ensure compliance with the Transportation Development Act (TDA) and related regulatory requirements, and improve the efficiency and sustainability of the agency's accounting systems and financial processes.

Consulting services may include, but are not limited to, the following:

1. **Annual Financial Statement Preparation** – Assist staff in preparing year-end financial statements in accordance with applicable governmental accounting standards for submission to the external auditor.
2. **Audit Preparation Support** – Review internal records and reconcile financial accounts to ensure completeness, accuracy, and audit readiness for TDA and other funding sources.
3. **Accounting System Development** – Advise and assist in the design, implementation, or refinement of a sustainable, internally maintained accounting system for tracking revenues, expenditures, and fund balances in accordance with GASB standards.
4. **Governmental Fund Accounting Guidance** – Provide technical assistance and recommendations on governmental accounting practices, cost allocation, and financial reporting, including fund-level tracking of Local Transportation Funds (LTF), State Transit Assistance (STA), and other restricted funds.
5. **Ongoing Fiscal Consultation** – Serve as a resource for TCTC staff on accounting procedures, financial reporting, and best practices for internal controls and financial oversight.
6. **TDA Compliance Reporting** – Support the preparation of fiscal documents and reconciliations necessary for timely and accurate Transportation Development Act compliance reporting.
7. **Training and Transition Support** – Provide guidance or training for TCTC staff on maintaining internal accounting systems and procedures, particularly during transitions in staffing or software systems.

This engagement is intended to enhance TCTC's capacity to maintain clear, accurate, and timely financial records in alignment with public agency requirements and audit expectations.

SAMPLE WORK ORDERS

The specific Work Orders anticipated under this RFQ may include, but are not limited to:

Financial Statement Preparation for Annual Audit – Assist in compiling, reconciling, and preparing year-end financial statements in accordance with Governmental Accounting Standards Board (GASB) guidelines. Coordinate with TCTC staff to ensure all required schedules and documentation are complete and formatted for external audit review.

Audit Readiness and Records Reconstruction – Provide services to reconstruct financial records for past fiscal years where data is incomplete or non-standard. Services may include reconciling trial balances, preparing journal entries, and documenting fund activity to ensure audit compliance.

Design and Implementation of Internal Accounting System – Assess current practices and provide recommendations for implementing a simple, sustainable, and auditable internal accounting system. Configure chart of accounts, fund classifications, and reporting structure to align with GASB standards and TDA requirements.

Governmental Fund Accounting Consultation – Advise TCTC staff on best practices for tracking, allocating, and reporting public funds, including Local Transportation Funds (LTF), State Transit Assistance (STA), and federal or state grant funds. Provide technical guidance on fund accounting principles and internal control structures.

TDA Compliance Support – Assist in preparing fiscal reports and documentation required for compliance with the Transportation Development Act, including revenue and expenditure tracking, fund balances, and annual reporting templates.

Training and Knowledge Transfer – Conduct one-on-one or small group training for TCTC administrative and fiscal staff on accounting software usage, fiscal reporting, reconciliations, and documentation standards to support long-term capacity building.

Multi-Year Financial Planning Tools – Develop templates and tools that allow TCTC to project revenue, expenditures, and fund balances across multiple fiscal years to inform programming and strategic planning decisions.

The selected consultant(s) may be required to attend progress meetings and provide written progress reports for individual Work Orders. These reports shall outline accomplishments to date and identify any issues that may affect project timelines or deliverables.

Additionally, the consultant shall remain available for follow-up consultation at the request of TCTC following the completion of each Work Order.

The retainer agreement is nonexclusive and does not obligate TCTC to obtain all consulting services from the selected firm(s). TCTC reserves the right to procure other professional services as needed to support its fiscal, planning, and compliance responsibilities.

SCHEDULE

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

EVALUATION CRITERIA

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

The Consultant Selection Committee shall identify the rank of qualifications in a selection order based on the following criteria, with a total of 100 points possible:

- Firm's Specialized Experience and Technical Competence – The firm's demonstrated expertise, qualifications, and technical capabilities in governmental accounting, audit preparation, and public sector financial reporting. **(20 points)**
- Project Manager's Qualifications and Experience – The specialized qualifications, certifications (e.g., CPA), and technical experience of the designated project manager in relation to governmental fund accounting, audit support, and compliance with the Transportation Development Act (TDA). **(20 points)**
- Understanding of Scope – The firm's demonstrated understanding of TCTC's needs and the required services, as evidenced by the clarity, quality, and relevance of its written proposal and/or oral presentation. **(20 points)**
- Past Performance and Project Delivery – The firm's track record with similar engagements, including quality of deliverables, adherence to timelines, responsiveness to clients, and ability to meet audit requirements. **(20 points)**
- Capacity and Availability – The firm's current workload, availability of key personnel, and overall ability to take on and manage the requested services effectively and promptly. **(10 points)**
- Local Presence – The presence of a local office or familiarity with regional and rural public agency financial needs, including proximity to Tuolumne County or history of service to similar agencies. **(10 points)**

Criteria	Points
Firm's Specialized Experience and Technical Competence	20
Project Manager's Qualifications and Experience	20
Understanding of Scope	20
Past Performance and Project Delivery	20
Capacity and Availability	10
Local Presence	10
Total Possible Points	100

CONSULTANT SELECTION

Following the evaluation and ranking of consultant qualifications based on the criteria outlined in this RFQ, the TCTC Executive Director may enter into negotiations with the top-ranked consultant(s) to develop a draft agreement. The purpose of these negotiations is to ensure that the scope of services, fee structure, and deliverables are aligned with the agency's expectations and the professional qualifications of the selected firm(s).

If an agreement cannot be reached with the top-ranked consultant(s), the Consultant Selection Committee may be asked to provide additional recommendations for consideration.

Once a draft agreement is finalized, it will undergo internal review within TCTC prior to receiving final approval and execution.

TCTC hereby notifies all prospective proposers that it will affirmatively ensure that Disadvantaged Business Enterprises (DBEs) have full opportunity to participate in the RFQ process. No proposer will 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.

Furthermore, any consultant contracted by TCTC shall not discriminate against any employee or applicant for employment based on any of the categories listed above. The selected consultant(s) shall comply with all applicable nondiscrimination laws and regulations, including but not limited to 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 Request for Qualifications (RFQ) at any time without prior notice, to reject any or all submissions, and/or to waive any irregularities or informalities in the submission or review process.

FEE AND METHOD OF PAYMENT

TCTC will compensate the selected consultant(s) based on the percentage of task completion, as specified in the agreement(s) and subject to any limitations outlined in individual Work Orders.

- Progress payments will be made no more frequently than once per month and will be based on submitted invoices detailing work completed prior to the close of the billing period.
- All invoices must be reviewed and approved by the Executive Director before payment is issued.
- Payments will be limited to the budgeted amount for the tasks completed.
- Payment for approved work can be expected within 30 days of invoice receipt and verification of work performed.
- A 10% retention will be withheld on each task until the project is completed.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Request for Qualifications (RFQ) does not obligate the Tuolumne County Transportation Council (TCTC) to award an agreement for governmental accounting and financial reporting services. Additionally, TCTC is not responsible for any costs incurred in the preparation or submission of qualifications.

A draft copy of the Professional Services Agreement for Accounting and Financial Reporting Services is provided as Attachment A to this RFQ. Prospective consultants are strongly encouraged to review all provisions of the Agreement prior to preparing and submitting their qualifications.

If a consultant intends to propose substantive revisions to the terms and conditions of the Agreement upon selection, these proposed modifications must be clearly identified in the qualifications submittal. TCTC reserves the right to reject any proposed modifications that it determines are not in the agency's best interest or that would materially alter the intent of the engagement.

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 RFQ process, TCTC is committed to providing equal access to information for all prospective proposers. Individual telephone inquiries regarding this RFQ 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 RFQ. 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 RFQ 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.

PROPOSAL REQUIREMENTS

To be considered for this engagement, all qualifications submittals must include the following elements, organized clearly and submitted as a single PDF document:

1. Cover Letter

- A signed letter of interest addressed to the Executive Director briefly summarizing the firm's interest, qualifications, and capacity to perform the requested services.
- Include the name, title, email, and phone number of the primary point of contact.

2. Firm Qualifications and Experience

- A summary of the firm's experience providing governmental accounting, audit preparation, and financial reporting services for public agencies, particularly regional transportation planning agencies (RTPAs), transit agencies, or similar governmental entities.
- Include a description of the firm's familiarity with the Transportation Development Act (TDA) and related compliance requirements.

3. Project Manager and Key Staff

- Identify the proposed Project Manager and any key staff who will perform work under this agreement.
- Provide brief résumés summarizing relevant qualifications, licenses (e.g., CPA), and project experience.
- Specify their availability for the anticipated timeline and whether they have existing or pending engagements that may affect capacity.

4. Understanding of Scope and Approach

- A concise narrative demonstrating understanding of TCTC's needs and expectations.
- Describe the proposed approach to delivering services, including internal systems evaluation, work order management, audit readiness, and collaboration with TCTC staff.

5. Past Performance and References

- A list of at least three (3) recent or current public agency clients for whom similar services have been provided.
- Include contact names, titles, phone numbers, email addresses, and a brief description of services performed and outcomes.

6. Rate Schedule (Exhibit C)

- A proposed rate schedule for all personnel who may perform work under the agreement.
- Include hourly rates and any applicable markups for overhead or expenses.
- The rate schedule submitted will be incorporated as Exhibit C of the final agreement.

7. Exceptions to the Agreement

- Clearly identify any proposed revisions or exceptions to the standard Professional Services Agreement provided in Attachment A.
- If no exceptions are proposed, state that the firm agrees to the terms and conditions as written.

8. Required Forms and Certifications

- Addenda Acknowledgment Form
- Debarment & Suspension Certification (Exhibit E)
- Certification Regarding Lobbying (Exhibit D)

All proposals must be clear, concise, and complete. Submissions that do not address each of the required components may be considered non-responsive.

QUALIFICATIONS SUBMISSION AND DEADLINE

All qualifications submittals and accompanying materials shall become the property of the Tuolumne County Transportation Council (TCTC) upon submission.

Submission Deadline

Qualifications submittals must be received by email no later than 3:00 p.m. on Tuesday, July 15, 2025.

Submission Requirements

- Proposers must submit one (1) signed electronic copy (PDF format) of their response.

- Submittals must be delivered by email with the subject line: *“Proposal to Provide Governmental Accounting and Financial Reporting Services.”*

Submittals must be emailed to:

Denise Bergamaschi, Executive Assistant/ Board Clerk
dbergamaschi@co.tuolumne.ca.us

Important Submission Notes:

- 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.

ADDENDA

Any changes or updates to this Request for Qualifications (RFQ) will be issued through a written addendum. Once issued, addenda become part of this RFQ 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 Governmental Accounting and Financial Reporting 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 Qualifications issued June 1, 2025, including Addenda, if any.
- B. Standard Insurance Requirements attached hereto as Exhibit A.
- C. Consultant's Statement of Qualifications and Rate Schedule, as accepted by the TCTC, attached hereto as Exhibit B.
- D. Certification Regarding Lobbying attached hereto as Exhibit D.
- E. 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 governmental accounting and financial reporting services to support its internal fiscal operations, audit preparation, and compliance with the Transportation Development Act and other public agency financial requirements (such services are hereinafter referred to as the "Project"); and,

2.02 TCTC has determined that the Project involves the performance of specialized professional and technical services that require specific expertise in governmental fund accounting, financial reporting, and public agency audit readiness; and,

- 2.03** Consultant has responded to TCTC's Request for Qualifications soliciting professional governmental accounting and financial reporting services; and,
- 2.04** Consultant hereby represents that it is in the business of, and fully qualified in the field of governmental accounting, audit preparation, and financial reporting for public agencies, and is fully willing and able to perform the work orders described in the RFQ, in this Agreement, and at the level of quality and service specified herein. TCTC has awarded this Agreement in reliance on such representations and on Consultant's particular skills, qualifications, and experience as set forth in their Statement of Qualifications; and,
- 2.05** TCTC and Consultant intend to enter into an agreement for the furnishing of certain professional 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 governmental accounting and financial reporting services. Specific project descriptions will be contained in Work Orders prepared pursuant to Section 3.01.
 - 3.01** The scope of work will be set forth in Work Orders that will be approved by the parties from time to time. Work Orders must be approved in writing by the Executive Director of the TCTC and an authorized representative of Consultant.
- 4. Effective Date/Term:** This Agreement shall be effective from the date of execution and shall expire four (4) years after the date of execution or the completion of any Work Orders 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 fourth 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 under each Work Order upon receipt of a written notice to proceed from the TCTC Executive Director. Consultant shall perform and complete the work described within sixty (60) calendar days from receipt of the notice to proceed or according to the instructions of the Work Order.
- 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 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 TCT 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:** 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 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 (5) 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 ("TCTA/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.