

# **Request For Proposals (RFP) Comprehensive Marketing, Communications, Website Development, and Social Media Services**

**Issued By:** Tuolumne County Transit Agency (TCTA) & Tuolumne County Transportation Council (TCTC)

**Date of Issue:** February 21, 2025

**Proposal Submission Deadline: April 21, 2025, by 3:00 PM**

## **Overview**

The Tuolumne County Transit Agency (TCTA) and Tuolumne County Transportation Council (TCTC) invite qualified consultants to submit proposals for comprehensive marketing, communications, website development, and social media services. The selected consultant will be responsible for developing, implementing, and managing digital outreach strategies, branding, marketing campaigns, and public engagement efforts for both agencies.

This initiative aims to enhance the visibility and effectiveness of TCTA's public transit services and TCTC's transportation planning efforts, ensuring clear communication with Tuolumne County residents, stakeholders, and the broader community.

## **Scope of Work**

### **Key Responsibilities include:**

- ✓ Conducting a communications and branding audit
- ✓ Developing and managing two websites for TCTA and TCTC
- ✓ Implementing social media strategies and outreach campaigns
- ✓ Designing and producing digital and print marketing materials
- ✓ Enhancing public engagement through targeted campaigns
- ✓ Providing ongoing consultation and support

For a detailed Scope of Work, refer to the full RFP document below.

The Tuolumne County Transit Agency and Transportation Council reserve the right to reject any or all proposals and modify or withdraw this RFP at any time.



**TUOLUMNE COUNTY TRANSIT AGENCY  
TUOLUMNE COUNTY TRANSPORTATION COUNCIL**

# **REQUEST FOR PROPOSALS:**

## **Comprehensive Marketing, Communications, Website Development, and Social Media Services**

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DATE OF ISSUE: **February 21, 2025**

DEADLINE FOR RESPONSES: **April 21, 2025**

**Tuolumne County Transit Agency and Tuolumne County Transportation Council**

975 Morning Star Dr, Suite A

Sonora, CA 95370

[www.tuolumnecountytransit.com](http://www.tuolumnecountytransit.com)

[www.tuolumnecountytransportationcouncil.org](http://www.tuolumnecountytransportationcouncil.org)

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## NOTICE

The Tuolumne County Transit Agency (TCTA) and Tuolumne County Transportation Council (TCTC) are seeking proposals from qualified consultants to provide comprehensive marketing, communications, and digital services. The TCTA will be the lead entity for administration of the contract. The selected consultant will be responsible for developing and managing two websites, social media, public outreach, and marketing strategies for both agencies. Key responsibilities include auditing current communication efforts, developing strategies to differentiate TCTA and TCTC, enhancing digital presence and public outreach, implementing comprehensive marketing campaigns, and providing ongoing consultation and support. This project aims to improve the agencies' ability to effectively communicate their roles, services, and initiatives to the Tuolumne County community. Interested parties with expertise in marketing, communications, and digital services, particularly in the transportation and government sectors, are encouraged to submit proposals.

### **Request for Proposals**

**Date of Issue: February 21, 2025**

#### **Deadline for Responses:**

**Monday, April 21, 2025 by 3:00 PM**

#### **Number of Copies:**

Submit 10 complete hard copies and 1 electronic copy of the proposal package, including all required supplementary materials.

#### **Delivery Methods:**

Hand-deliver to the TCTA/TCTC office

#### **Submission Address:**

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

**Attention:** Marissa Christiansen, Project Manager

#### **Package Marking:**

Clearly label all submissions with "RFP Response: Marketing and Communications Services" on the outside of the envelope or package.

*Please note that TCTA/TCTC is not responsible for delays in mail 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.*

## 1. Introduction

The Tuolumne County Transit Agency (TCTA) and Tuolumne County Transportation Council (TCTC) are two interconnected organizations serving the transportation needs of Tuolumne County, California.

TCTC, established in 2003, functions as the Regional Transportation Planning Agency (RTPA) for Tuolumne County. Its primary responsibilities include:

- Developing long-range transportation plans
- Prioritizing transportation projects for investment
- Facilitating goods movement and public transportation
- Coordinating with regional and state partners on transportation improvements

TCTC oversees several key projects that support the county's transportation infrastructure:

- **Gold Rush Multi-Use Path:** A 15-mile pathway connecting Columbia, Sonora, Jamestown, and the Chicken Ranch Tribal Lands, providing a multi-modal route for non-motorized travel.
- **SR 49 Anchor Project:** Focuses on creating a safe, accessible, and multi-modal main street in Sonora's northern gateway to improve mobility for all users.
- **State Highway 49 Safe, Healthy, Equitable Improvement Project (SHEIP):** Aims to enhance pedestrian, cyclist, and driver safety on the SR 49 corridor while promoting equitable access.
- **North-South Connector:** Expands a key roadway to improve evacuation, connectivity and access, supporting economic development and improved traffic flow in the Sonora area.

TCTA, formed in 2011, serves as the public transit provider for Tuolumne County, managing a range of services:

- **Fixed-Route Bus Services:** Connecting major areas within the county with regular transit options.
- **Dial-A-Ride Transportation:** On-demand transit available to the Public.
- **Seasonal Services:** Includes options like the Ski Bus and Adventure Trolley for recreational travel.
- **YARTS Connection:** Provide connections to the regional transit system, YARTS (Yosemite Area Regional Transportation System).
- **Golden Years Transit:** Provides non-emergency medical transportation for seniors, veterans, low income and disabled individuals.

- **TRIP mileage reimbursement program:** Compensates volunteer drivers assisting seniors and disabled individuals.
- **New Initiatives:** Including connections to Modesto, Zero Emission Vehicle transition, and updates to the Short-Range Transit Plan to guide future service development.

Together, TCTA and TCTC collaborate with key stakeholders, including:

- Tuolumne County Board of Supervisors
- Sonora City Council
- Caltrans District 10
- Local tribal governments
- Community organizations and businesses

The TCTA/TCTC board comprises two members from the Tuolumne County Board of Supervisors, two members from the Sonora City Council, and one citizen-at-large member voted in by the TCTC majority.

## 2. Background

Tuolumne County Transit Agency (TCTA) and Tuolumne County Transportation Council (TCTC) have a long-standing history of dedicated service to Tuolumne County, and they are now poised to elevate their impact through enhanced communication strategies.

Recognizing the evolving needs of the community, the agencies are committed to clearly articulating their distinct roles and services. This proactive approach aims to strengthen their digital presence, expand public outreach efforts, and implement comprehensive marketing strategies. By embracing these opportunities for growth, TCTA and TCTC seek to further improve their ability to serve the region's diverse transportation needs and engage more effectively with the community they serve.

Key areas requiring attention include:

- **Differentiation:** Clearly distinguishing between TCTC's planning role and TCTA's transit operations to avoid public confusion.
- **Digital Presence:** Updating and optimizing websites and social media platforms for both agencies to improve user experience and information accessibility.
- **Public Outreach:** Developing more effective strategies to engage with the community, gather feedback, and communicate transportation initiatives, services, and project information.

- **Marketing:** Creating targeted marketing campaigns to increase awareness and usage of public transit services, as well as promoting TCTC's planning efforts and project benefits.
- **Branding:** Establishing distinct yet cohesive branding for both entities to reinforce their individual roles while maintaining a unified transportation vision for the county.
- **Communication Strategies:** Implementing improved methods for disseminating information about transportation projects, transit services, and emergency updates.
- **Staff Training:** Providing necessary training to staff members to maintain and update digital platforms, ensuring consistent and timely information sharing.

To address these needs, TCTA and TCTC seek a comprehensive solution that will audit current efforts, develop strategic plans, and implement effective marketing and communication strategies to enhance their impact on Tuolumne County's transportation landscape.

### **3. Scope of Work**

#### **3.1 Initial Audit**

Conduct a comprehensive audit of TCTA's and TCTC's current:

- Websites
- Social media presence
- Marketing materials
- Public outreach efforts

#### **3.2 Strategic Planning**

Based on the audit findings, develop a strategic plan to:

- Differentiate TCTA's and TCTC's identities and purposes
- Clarify services provided by each entity
- Establish distinct branding for each organization
- Identify target audiences and effective outreach methods
- Create an advertising budget

#### **3.3 Website Development and Management**

- Redesign and/or update TCTA and TCTC websites
- Ensure websites are user-friendly, responsive, and ADA compliant
- Optimize for mobile device use

- Optimize website structure, metadata, and content for search engine visibility and improved ranking
- Implement content management systems for easy updates
- Train staff on website maintenance and posting monthly agendas

### **3.4 Social Media Management**

- Develop and implement social media strategies for both entities
- Create and schedule regular content across platforms
- Monitor engagement and respond to public inquiries
- Provide performance reports and analytics

### **3.5 Marketing and Public Outreach**

- Design and produce marketing materials (digital and print)
- Plan and execute public outreach campaigns
- Develop advertising strategies within the established budget
- Measure campaign effectiveness and provide recommendations

### **3.6 Ongoing Consultation and Support**

- Attend monthly agency meetings and other meetings as needed
- Provide on-call marketing and communications support
- Offer guidance on emerging trends and best practices
- Conduct periodic training sessions for staff

## **4. Proposal Requirements and Contents**

Comprehensive proposals demonstrating ability to meet project objectives

Detailed company/individual background with relevant qualifications in:

- Marketing
- Communications
- Website Development
- Public Outreach
- Experience in Transportation and government sectors
  - Thorough description of proposed approach, including:
- Innovative Strategies
- Methodologies to address TCTA and TCTC needs
  - Discussion of proposal in relation to Scope of Work (Section 3)
- Interpretation of project requirements



- Demonstration of capabilities
- Proposed schedule
  - Detailed work plan and timeline
  - List of project personnel and subcontractors
    - Duties and responsibilities
      - Past experience examples
        - Similar projects
        - Performance record
        - Project cost control
        - Quality control
- Ability to meet schedules
  - References from similar projects (preferably transportation or government clients)
  - Comprehensive budget breakdown and pricing structure (cost proposal)
  - Any requested changes to the draft contract

## 5. Evaluation Criteria

The selection process for this project will be conducted by a Consultant Selection Committee, appointed by the TCTA/TCTC Executive Director. This committee will employ a comprehensive set of criteria to evaluate all submitted proposals, aiming to identify the most qualified and suitable consultant for the project. The evaluation will be based on the following factors:

- Understanding of Project Requirements (25 Points)
  - Demonstrated comprehension of TCTA's and TCTC's goals and objectives
  - Clarity and appropriateness of the proposal approach
  - Alignment with the agencies' communication and marketing needs
- Experience and Qualifications (25 Points)
  - Relevant experience, particularly with transportation agencies and government entities
  - Specialized expertise in marketing, communications, and public outreach
  - Technical competence in website development and social media management
  - Experience in engaging the Public on projects and policy
- Quality and Creativity of Proposed Approach (20 Points)
  - Innovative strategies for differentiating and promoting TCTA's and TCTC's services
  - Creativity in addressing the unique challenges of the project

### Potential effectiveness of proposed solutions

- Cost Proposal (20 Points)
  - Overall cost-effectiveness
    - Demonstrates a balanced approach to achieving project goals while maximizing resource efficiency.
  - Transparency in cost allocation
    - Provides clear, detailed breakdowns of costs for each project component, ensuring accuracy in assigning expenses to either TCTA or TCTC as appropriate.
  - Value for the agencies' investment
    - Emphasizes the potential benefits and return on investment for the agencies, highlighting long-term value for TCTA and TCTC.
  
- References and past performance (10 Points)
  - Feedback from previous clients on reliability and quality of work
  - Track record of successful project completion
  - Ability to meet deadlines and manage project costs
  - Availability of Project Manager

If necessary, the committee may conduct interviews with the project management and key personnel of the most qualified firm(s). Based on these criteria, each proposal will be rated, and firms will be ranked in order of selection preference.

The committee will carefully weigh each of these factors to determine the proposal that offers the best combination of expertise, innovation, and value to meet TCTA's and TCTC's communication and marketing needs.

## 6. Contract Term

The initial contract will be for a 4-year period, with the possibility of a 2-year extension based on satisfactory performance.

## 7. Questions and Clarifications

To ensure fairness and transparency in the proposal process, TCTA and TCTC are committed to providing equal access to information for all prospective proposers. As such, 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. In the interest of maintaining a level playing field, TCTA will compile all

questions received, along with the agency's written responses, and post them on the official TCTA website at <https://www.tuolumnecountytransit.com/> It is the responsibility of all interested parties to regularly check this website for updates and clarifications.

To allow adequate time for response and dissemination of information, questions will be accepted until **March 7, 2025**. TCTA reserves the right not to respond to questions submitted after this date, except in cases where the inquiry might affect the validity of the contract award.

All communications related to this RFP should be directed to:

Marissa Christiansen, Sr. Administrative Analyst  
Tuolumne County Transit Agency/Transportation Council  
Address: 975 Morning Star Drive, Suite A  
Sonora, California 95370  
E-mail: [mchristiansen@co.tuolumne.ca.us](mailto:mchristiansen@co.tuolumne.ca.us)

Proposers are advised to use the provided email for all inquiries to ensure proper documentation and response.

## 8. Submission Instructions

Deadline:

- **April 21, 2025**, no later than 3:00 PM

Required Materials:

- 10 complete hard copies of the proposal package
- 1 electronic copy of the proposal

Delivery Method:

- **Hand-deliver to the TCTA/TCTC office**

Submission Address:

**Tuolumne County Transportation Council / Transit Agency  
975 Morning Star Drive, Suite A  
Sonora, CA 95370  
Attention: Marissa Christiansen, Project Manager**

Package Marking:

- Clearly label with "RFP Response: Marketing and Communications Services" on the outside of the envelope or package

- Include consultant’s name and return address on the envelope

**Important Notes:**

- Proposals will only be received at the address above
- TCTA time stamp is the official timepiece for receipt
- Late submissions will not be accepted, regardless of reason
- No e-mailed or facsimile submissions will be considered
- All materials become property of the Tuolumne County Transit Agency/Transportation Council upon receipt

**Responsibility:**

- It is solely the consultant’s responsibility to ensure timely delivery
- Proposals must be date stamped upon arrival to confirm timely submission

## 9. Timeline

<b>Activity</b>	<b>Date</b>
Request for Proposals Release	February 21, 2025
Question Submission Deadline	March 7, 2025
Questions and Answers posted on website	March 14, 2025
Proposals Due by 3:00 pm	April 21, 2025
Interviews Scheduled	TBD
Contract Award- TCTA and TCTC	TBA

TCTA and TCTC reserve the right to reject any or all proposals and to waive any irregularities or informalities in the proposal process.

### **Addenda**

Any changes to the Request for Proposals for marketing and communications services will be made by written addendum. Upon issuance, such addenda shall be incorporated into this RFP document and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on the TCTA website. It is the responsibility of the proposers to check the TCTA/TCTC website for any addenda. Proposers must certify receipt of the addenda on the appropriate form, which must be submitted with their proposal. (See Page 15: Addenda Acknowledgment)

### **Consultant Selection**

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

If a draft agreement cannot be reached with a top-ranked candidate(s), the negotiations are terminated, and negotiations may be opened with additional candidates. When negotiations are terminated with a consultant, they will not be reopened with the same consultant during this process. If an agreement cannot be reached with any of the consultants recommended by the Selection Committee, the Committee will be asked to make additional recommendations. Upon attainment of a draft agreement(s), it will be forwarded internally within the TCTA/TCTC for review of content prior to final approval and execution.

TCTA/TCTC retains the right to withdraw this Request for Proposals at any time, without prior notice, to reject any or all proposals that do not comply with the provisions of this RFP, or for unforeseen reasons related to funding of this project, and/or to waive any irregularities or informalities in the proposal or in the proposal procedure.

### **Fee and Method of Payment**

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

## **Policy**

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

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

## **Agreement for Professional Consulting Services**

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

## **Insurance Requirements**

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance, at least as broad as the coverage described below, to the Tuolumne County Transit Agency/Transportation Council (TCTA/TCTC) as may be required by TCTA/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 TCTA/TCTC. The Contractor shall provide notice to the TCTA/TCTC by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
  - i. Workers' Compensation Coverage – Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of **no less than \$1,000,000** per accident for bodily injury or disease.
  - ii. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- iii. Automobile Liability - ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit **no less than \$1,000,000 per accident** for bodily injury and property damage.

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

### **Hold Harmless/Indemnification**

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

If such indemnification becomes necessary, the Counsel for the TCTA/TCTC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTA/TCTC. This indemnification clause shall survive the termination or expiration of 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 Comprehensive Marketing, Communications, Website Development, and  
Social Media Services**

This Agreement ("Agreement") is made and entered into **this \_\_\_ day of \_\_\_, 2025** by and between the Tuolumne County Transit Agency ("TCTA"), a California joint powers authority the Tuolumne County Transportation Council ("TCTC"), a California joint powers authority and **\_\_\_\_\_**, a **\_\_\_\_\_** licensed to do business in the State of California ("Consultant").

**1. Agreement Documents**

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

- A. Request for Proposal issued **February 21, 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 TCTA and TCTC, 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 TCTA and TCTC desire comprehensive professional marketing, communications, website development, and social media services to enhance their public outreach and digital presence (such services are hereinafter referred to as the "Project") and,

- 2.02 The TCTA and TCTC have determined the Project involves the performance of specialized professional and technical services; and,
- 2.03 Consultant has responded to the TCTA and TCTC's Request for Proposals soliciting comprehensive marketing, communications, website development, and social media services; and,
- 2.04 Consultant hereby represents that it is in the business of, and fully qualified in the fields of marketing, communications, website development, and social media management, and is fully willing and able to perform the work orders described in the RFP, of the Agreement, and with the level of service and operating quality specified herein. TCTA and TCTC awarded this Agreement in reliance on such representations, and on Consultant's particular skills, experience and abilities as represented by Consultant in their proposal; and,
- 2.05 TCTA, TCTC, and Consultant intend to enter into an agreement for the furnishing of certain services for the consideration hereinafter set forth.

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

**3. Scope of Work:**

This is a non-exclusive Master Agreement setting forth the terms under which Consultant will provide comprehensive marketing, communications, website development, and social media services for the Tuolumne County Transit Agency (TCTA) and Tuolumne County Transportation Council (TCTC). Consultant agrees to complete the Project pursuant to the Scope of Work of this Agreement, attached hereto as Exhibit B, and the Agreement Documents. The TCTA and TCTC agree to compensate Consultant as specified herein below and accordance with the Request for Proposals, the Proposal and all such other documents referred to herein and made a part of hereof by specific reference.

**4. Effective Date/Term:**

This Agreement shall be effective from the date of execution. The term of the Agreement shall extend from the date TCTA and TCTC issue a notice to proceed and shall continue until completion of the tasks as identified within the Scope of Work (Exhibit B). Consultant shall not commence work prior to the date a written Notice to Proceed is issued by the TCTA and TCTC.

- 4.01 TCTA/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 an additional period of

up to two years. Upon receiving such a request, and provided the Consultant is not in default, the TCTA/TCTC will consider extending the Agreement term for the additional years.

**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 TCTA/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 TCTA/TCTC may suspend, delay or interrupt the services of the Consultant for the convenience of the TCTA/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 TCTA/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 TCTA/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 TCTA/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 project unless TCTA/TCTC agrees to accept replacement personnel. In the event that the TCTA/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 TCTA/TCTC of the desire of the TCTA/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 TCTA/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 TCTA/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 mail box if mailed as provided in this section.

**If to TCTC/TCTA:**

Tuolumne County Transportation Council  
Tamera Blankenship, Executive Director  
975 Morning Star Dr., Suite A  
Sonora, CA 95370  
[tblankenship@co.tuolumne.ca.us](mailto: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 TCTA/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 TCTA/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 TCTA/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 TCTA/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 TCTA/TCTC determines that a change to the work from that specified in this Agreement is required, the Agreement term or allowable reimbursable costs shall be adjusted through an amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Article 19.02 shall not be exceeded unless authorized through an amendment to this Agreement.

**19.02** 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. The total cost upon project completion is not to exceed \$35,109. 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 TCTA/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 TCTA/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 TCTA/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 TCTA/TCTC.

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

## **20. Reporting Requirements:**

The Consultant will submit to the TCTA/TCTC written progress reports at least once a month. The report should be sufficiently detailed for the Executive Director to clearly determine the status of the work schedule and outputs, the percentage of work completed by task and any other relevant factors to completion of the Project in a timely manner. The report should also sufficiently address any potential or existing difficulties or special problems encountered so that remedies can be developed as soon as possible. Consultant shall meet with the Executive Director, as needed, to discuss progress on the Project.

## **21. Maintenance of Records/Audit Rights:**

Consultant shall maintain books, records, documents and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. Consultant shall also maintain for a period of at least three (3) years from the expiration date of this Agreement the financial information and data used by consultant to determine charges and costs related to work performed under this Agreement. The TCTA/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 TCTA/TCTC upon request.

## **22. Work Product Property of the TCTA/TCTC:**

All plans, specifications, reports, computer files and other work products prepared by Consultant pursuant to this Agreement shall become the property of the TCTA/TCTC. The TCTA/TCTC's use of documents produced under this Agreement and/or supporting information or calculations other than as intended hereunder shall be at the TCTA/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 TCTA/TCTC. The TCTA/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 TCTA/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 TCTA/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 TCTA/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 TCTA/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 TCTA/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. The Consultant's executed Certification regarding Lobbying is attached hereto as Exhibit D.

**27. Transfer of Agreement:**

This Agreement is made in reliance by TCTA/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 TCTA/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 TCTA/TCTC documentation of such notifications.

Consultant agrees to refrain from awarding any third-party subcontract without prior written approval by TCTA/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 TCTA/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 TCTA/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 TCTA/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 TCTA/TCTC of such interest, Consultant, with the prior written approval of the TCTA/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 TCTA/TCTC relating to such agreement, subcontract or arrangement.

### **31. Debarment and Suspension Certification:**

- 31.01** Consultant certifies under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (no procurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TCTA/TCTC. The Consultant’s executed Debarment & Suspension Certification is attached as Exhibit E.
- 31.02** Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.
- 31.03** Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration (FHWA).

### **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 TCTA/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 TCTA/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 TCTA/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 TCTA/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 TCTA/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 TCTA/TCTC and/or State enter into such litigation to protect the interest of the

TCTA/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 TCTA/TCTC, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCTA/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 TCTA/TCTC for any expenditures, including reasonable attorney's fees, the TCTA/TCTC may make by reason of such matters

and, if requested by TCTA/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 TCTA/TCTC or any other person; provided, however, that Consultant shall not be required to indemnify TCTA/TCTC for the proportion of Liability a court determines is attributable to the active negligence or willful misconduct of the TCTA/TCTC.

If such indemnification becomes necessary, the legal counsel for the TCTA/TCTC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTA/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 TCTA/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 TCTA/TCTC's satisfaction, and/or
- B. Cancellation, termination or suspension of this Agreement, in whole or in part.

### **38. Termination of Agreement:**

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

- A. Completion of the Project pursuant to Scope of Work, Exhibit B, as approved by TCTA/TCTC;
- B. Voluntary or involuntary transfer or assignment by either party hereto without the prior written consent of the other party of any of the rights, titles or obligations set forth in this Agreement.
- C. Mutual agreement of the parties hereto to terminate this Agreement.

**D.** Any default or breach, as specified in Section 39 of this Agreement, by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary if the default cannot be reasonably cured within such thirty (30) day period;

**E.** Termination as provided in this Article.

**38.02** TCTA/TCTC may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to consultant.

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

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

### **39. Breach:**

If Consultant materially breaches the terms of this Agreement, the TCTA/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 TCTA/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 TCTA/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 XX day of \_\_\_\_ XXXX, 2025.

***For the Consultant:***

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Name (typed)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

***For the TCTA:***

**Tuolumne County Transit Agency**

**Approval Recommended:**

\_\_\_\_\_  
Chair of the TCTA

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Legal Form:**

**TCTA Legal Counsel**

By: \_\_\_\_\_

Date: \_\_\_\_\_

***For the TCTC:***

**Tuolumne County Transportation Council**

**Approval Recommended:**

\_\_\_\_\_  
Chair of the TCTC

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Legal Form:**

**TCTC/TCTA 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 TCTA/TCTC as may be required by the Risk Manager of TCTA/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 TCTA/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, TCTA/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 TCTA/TCTC.

- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
  - 1) The TCTA/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 TCTA/TCTC additional insureds, and shall not include any special limitations to coverage provided to the TCTA/TCTC additional insureds. Any insurance maintained by the TCTA/TCTC, including any self-insured retention the TCTA/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 TCTA/TCTC additional insureds.
  - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTA/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 TCTA/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.

**Exhibit B**

## **Scope of Work**

### **3.1 Initial Audit**

Conduct a comprehensive audit of TCTA and TCTC's current:

- Websites
- Social media presence
- Marketing materials
- Public outreach efforts

### **3.2 Strategic Planning**

Based on the audit findings, develop a strategic plan to:

- Differentiate TCTA and TCTC's identities and purposes
- Clarify services provided by each entity
- Establish distinct branding for each organization
- Identify target audiences and effective outreach methods
- Create an advertising budget

### **3.3 Website Development and Management**

- Redesign and/or update TCTA and TCTC websites
- Ensure websites are user-friendly, responsive, and ADA compliant
- Optimize for mobile device use
- Optimize website structure, metadata, and content for search engine visibility and improved ranking
- Implement content management systems for easy updates
- Train staff on website maintenance and posting monthly agendas

### **3.4 Social Media Management**

- Develop and implement social media strategies for both entities
- Create and schedule regular content across platforms
- Monitor engagement and respond to public inquiries
- Provide performance reports and analytics

### **3.5 Marketing and Public Outreach**

- Design and produce marketing materials (digital and print)
- Plan and execute public outreach campaigns
- Develop advertising strategies within the established budget

- Measure campaign effectiveness and provide recommendations

### **3.6 Ongoing Consultation and Support**

- Attend monthly agency meetings and other meetings as needed
- Provide on-call marketing and communications support
- Offer guidance on emerging trends and best practices
- Conduct periodic training sessions for staff