

# **Request For Proposals (RFP) Short Range Transit Plan and Coordinated Public Transit - Human Services Transportation Plan.**

**Issued By:** Tuolumne County Transit Agency (TCTA)

**Date of Issue:** March 11, 2025

**Proposal Submission Deadline:** April 15, 2025, by 2:00 PM

## **Overview**

The Short-Range Transit Plan (SRTP) and the Coordinated Public Transit – Human Services Transportation Plan will guide TCTA’s transit operations for the next five years. These plans will incorporate community input, including passenger and stakeholder surveys and public workshops, to shape key elements such as performance standards, transit demand analysis, service alternatives, financial planning, and operating strategies.

Given Tuolumne County’s significant population of older adults, individuals with disabilities, and economically disadvantaged residents, these updates are essential for ensuring equitable and efficient transit services. By periodically revising these plans, TCTA aims to enhance mobility, accessibility, and service reliability for all residents and visitors, adapting to evolving transportation needs and funding opportunities.

## **Scope of Work**

### **Key responsibilities include:**

- Review of the Regional Transit System
- Data Collection
- Stakeholder meetings and Community Workshops
- Passenger and Stakeholder surveys
- 5 year operating plan
- Transit Demand Analysis

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

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

**Request for Proposals (RFP) for Tuolumne County  
Transit Agency Short Range Transit Plan and  
Coordinated Public Transit – Human Services  
Transportation Plan Update.**



**TUOLUMNE COUNTY TRANSIT AGENCY**

RFP Submission Deadline:

**April 15<sup>th</sup>, 2025 by 2:00pm**

Tuolumne County Transit Agency

2 South Green Street. Sonora, CA. 95370 (Mailing)

975 Morning Star Drive, Suite A Sonora, CA. 95370 (Physical)

Issued Date:

**March 11<sup>th</sup>, 2025**

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## **I. Background**

### **A. Tuolumne County**

Tuolumne County Transit (TCT) is the public transit service provider for Tuolumne County. Tuolumne County Transit provides three fixed-route services, covering key locations such as the City of Sonora, Jamestown, Columbia, East Sonora, Mi Wuk Village, Willow Springs, Twain Harte, Sierra Village, Tuolumne, and Groveland. Fixed-route services operate Monday through Friday, excluding weekends. TCT also runs a seasonal Ski Bus on weekends during the ski season at Dodge Ridge Mountain Resort. Additionally, TCT participates in special events such as parades and other public gatherings throughout the county.

The TCT fleet consists of 24 buses, including twelve 25.5' buses, four 30' Glaval buses, five 30' Supreme Trolleys, two 22' Ford Transit 350Els AWD and one Ford Transit 350HD passenger van converted into a fully electric vehicle. TCT is also responsible for the Dial-A-Ride system, with 10 buses performing both fixed-route and Dial-A-Ride services, and a total of 15 Dial-A-Ride buses. For maps of individual routes and more detailed service information, visit the TCT website at <https://www.tuolumnecountytransit.com>.

### **B. Purpose**

The Tuolumne County Transit Agency (TCTA) is soliciting proposals from consulting firms with the qualifications and experience necessary to update its Short-Range Transit Plan (SRTP) and the Coordinated Public Transit – Human Services Transportation Plan. These plans aim to guide the development of transit services, improving mobility for area residents and visitors.

The Coordinated Public Transit – Human Services Transportation Plan is a federally mandated document per the Federal Transit Administration (FTA) Circular 9070.1G, originating in Public Law 109-059 (SAFETEA-LU) and amended in Public Law 112-141 (MAP-21). It requires projects selected for funding under several grant programs, including FTA Section 5310, to be:

"...included in a locally developed, coordinated public transit-human services transportation plan"... and these plans must be "...developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and non-profit transportation and human service providers, and other members of the public."

### **C. Organization and Management**

Public transit in Tuolumne County is managed by the Tuolumne County Transit Agency (TCTA), which operates under the Tuolumne County Transportation Council (TCTC). The TCTC comprises five board members: two appointed by the Tuolumne County Board of Supervisors, two appointed by the Sonora City Council, and one citizen-at-large elected by the majority of the TCTC. An Executive Director leads the agency under the guidance of the Board of Directors.

## **II. Project Description**

The Short-Range Transit Plan (SRTP) and the Coordinated Public Transit – Human Services Transportation Plan will provide strategic direction for TCTA’s operations over the next five years. The project includes extensive community outreach, passenger and stakeholder surveys, and community workshops to inform the development of key components, including performance standards, transit demand analysis, transit alternatives, financial evaluation, and operating plans.

Given the region’s population of aging, disabled, and economically disadvantaged residents, these updates are critical for addressing the evolving transit needs of these groups. By updating these plans periodically, TCTA can maximize mobility options for all residents and visitors within Tuolumne County.

## **III. Scope of Work**

### **A. Responsible Parties**

The Tuolumne County Transit Agency (TCTA) will act as the lead agency for this project. A transportation consultant will be selected through a competitive procurement process to execute the technical tasks under TCTA’s guidance.

### **B. Project Tasks**

#### **Task 1: Coordination with Project Partners and Consultant**

**1.1 Consultant/TCTA Kick-Off Meeting:** The consultant will conduct a kick-off meeting with TCTA to establish communication protocols, clarify project objectives, and resolve any outstanding issues. The consultant will prepare an agenda and meeting minutes.

**1.2 Monthly Status Meetings:** TCTA and the consultant will hold monthly status meetings throughout the project’s duration. The consultant will prepare agendas and minutes for these meetings.

#### **Task 2: Data Collection**

**2.1 Data Review and Integration:** The consultant will collect and review relevant data, including the current SRTP, Coordinated Public Transit – Human Services Plan, Regional Transportation Plan, and other planning documents. Demographic and modeling data will also be incorporated into the analysis.

**2.2 Review of Regional Transit Systems:** The consultant will assess all aspects of the regional transit system, including existing plans, demographic data, route details, boarding and alighting data, and unmet transit needs as identified in the annual Unmet Transit Needs Process.

**Task 3: Public Participation and Community Outreach**

**3.1 Stakeholder Identification:** In collaboration with TCTA, the consultant will develop a list of stakeholders likely to be impacted by the plan’s outcomes. This list will include local government agencies, community organizations, advocacy groups, and private sector representatives.

**3.2 Passenger and Stakeholder Surveys:** The consultant will design and conduct surveys using both online and traditional methods to ensure diverse community participation, including normally hard-to-reach residents. Key stakeholder interviews will also be conducted.

**3.3 Stakeholder Meetings and Community Workshops:** The consultant will organize two community workshops. The first workshop will aim to gather input on current transit services, identify areas of passenger satisfaction, and uncover unmet service needs. The second workshop will focus on presenting the draft plan, discussing proposed recommendations, and collecting feedback to refine the final version. These workshops are intended to foster community engagement and ensure the plan addresses local needs effectively. Workshop materials will be provided in English and Spanish, and advertising will utilize multiple outreach methods, such as local newspapers, radio announcements, and social media platforms.

**3.4 Findings Summary Memo:** The consultant will summarize survey and outreach findings to assess how well current needs are being met and identify areas for improvement. These findings will be presented to TCTA for review and comment.

**Task 4: Performance Standards, Transit Demand Analysis, and Operating Plan**

**4.1 Development of Performance Standards:** The consultant will create performance standards to evaluate the efficiency and effectiveness of current operations. Analyses will focus on individual routes to identify necessary improvements, including metrics such as on-time performance, ridership trends, and cost-effectiveness.

**4.2 Transit Demand Analysis:** The consultant will analyze transit demand using data from surveys, interviews, and outreach efforts. The analysis will include financial evaluations and explore alternatives such as micro-transit, on-demand services, Transportation Network Companies, and potential service expansions to underserved areas.

**4.3 Five-Year Operating Plan Development:** Using the analyses, the consultant will develop a comprehensive five-year operating plan, including cost projections, revenue and expense estimates, and funding recommendations. TCTA will use this plan to pursue funding for

implementation. The plan will also include phased recommendations for service improvements and pilot programs.

### **Task 5: Draft and Final Plan Development**

**5.1 Prepare Draft Short Range Transit Plan:** The consultant will prepare a Draft Short Range Transit Plan (SRTP) using the findings, objectives, and strategies developed in previous tasks. This plan will identify and prioritize needed improvements to the region’s public transportation system. Once completed, the draft will be presented to the Tuolumne County Transit Agency (TCTA) for review and comment. The Draft SRTP will also be presented to the Social Services Transportation Advisory Council (SSTAC) for review and feedback. Following review by both the TCTA and SSTAC, the consultant will make any necessary revisions and present the revised Draft SRTP to the Tuolumne County Transit Agency Board for further review and comment.

**5.2 Prepare Draft Coordinated Public Transit – Human Services Transportation Plan:** The consultant will prepare a Draft Coordinated Public Transit – Human Services Transportation Plan using the same findings, objectives, and strategies developed in previous tasks. This plan will identify and prioritize needed improvements. Once completed, the draft will be presented to the TCTA for review and comment. The Draft Coordinated Public Transit – Human Services Transportation Plan will also be presented to the SSTAC for review and feedback. After review by both the TCTA and SSTAC, the consultant will make any necessary revisions and present the revised Draft Plan to the Tuolumne County Transit Agency Board for further review and comment.

### **Task 6: Final Short Range Transit Plan and TCTA Board Acceptance**

**6.1 Prepare and Present Final Short Range Transit Plan and Coordinated Public Transit – Human Services Transportation Plan:** The consultant will incorporate any final edits as needed and prepare the Final Short Range Transit Plan/Coordinated Public Transit – Human Services Transportation Plan for presentation at a public meeting of the Tuolumne County Transit Agency Board. The Board will review and adopt the plan. Once adopted, the consultant will prepare ten bound copies of the final document, as well as an electronic copy of the final product and appendices, and deliver them to the Tuolumne County Transit Agency. Additionally, the consultant will prepare an executive summary to facilitate public understanding of the key findings and recommendations.

## **IV. Proposal Requirements**

Each proposal must include the following:

### **A. Identification of Prospective Contractor:**

The proposal must include the name of the individual or firm submitting the proposal, its mailing address, telephone number, and the name of a contact person for further information.

**B. Management:**

The prospective contractor will designate the project manager by name. The selected contractor will not substitute the project manager without prior approval from the Tuolumne County Transit Agency.

**C. Personnel:**

The prospective contractor will describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed. Resumes for each professional must be provided, along with a statement indicating the number of hours each professional will be assigned to the contract and the specific tasks each will perform. Substitution of team members will require prior approval from the Tuolumne County Transit Agency.

**D. References:**

The prospective contractor must provide the names, addresses, and telephone numbers of at least three clients for whom the contractor has performed work similar to that proposed in this RFP. A summary statement for each assignment must also be provided.

**E. Subcontractors:**

If subcontractors are to be used, the prospective contractor must describe each subcontractor and their specific role, including a cost breakdown in the cost proposal.

**F. Methodology:**

The prospective contractor will describe the overall approach to the project, specific techniques that will be used, and the administrative and operational management expertise to be applied.

**G. Schedule of Tasks:**

The proposal will include a detailed schedule identifying major tasks to be undertaken, the timeframe for each task, and all meetings, progress reports, and deliverables. The schedule should also estimate staffing hours required to accomplish each task and deliverable.

**H. Budget:**

The proposal must include a detailed budget by task, itemizing all costs to be charged to the project. The budget must use fully weighted hourly billing rates for all personnel. The methodology for calculating these rates (e.g., labor, overhead, fringe benefits, profit) must be shown. Consultant markups on direct or subcontractor costs are not permitted. Travel-related direct costs (e.g., hotels, meals) will be reimbursed according to approved Federal rates (found on the GSA website: [www.gsa.gov/travel/plan-book/per-diem-rates](http://www.gsa.gov/travel/plan-book/per-diem-rates)). Receipts are required for all direct costs, except fully-weighted personnel costs, which include labor, overhead, fringe benefits, and profit bundled into a single hourly rate. If subcontractors are involved, their costs must follow the same format, with the calculation methodology clearly outlined.



**I. Debarment:**

The proposal must include a certification that neither the contractor nor subcontractors have been debarred or suspended from federal or state programs.

**J. Accounting System and Cost Principles:**

The proposal must include a certification that the contractor and subcontractors maintain an accounting system that:

- Can segregate and accumulate project costs for adequate documentation;
- Conforms to Generally Accepted Accounting Principles (GAAP); and
- Meets the standards required by 2 CFR, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A contract will not be awarded to a consultant without an adequate financial management and accounting system. A pre-award audit may be required.

**K. 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 (TCTA) as may be required by TCTA. 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. The Contractor shall provide notice to the TCTA 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 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.

**L. Signature:**

The proposal must be accompanied by a cover letter, signed by an official authorized to bind the proposer contractually. The cover letter should state that the proposal is a firm offer for 90 days and include contact information for individuals authorized to negotiate and bind the contract.

**V. Contractor Award**

Proposals will be evaluated based on:

- Approach to tasks and duties (scope) — 30%
- Cost proposal, including budget/resource allocation — 20%
- Relevant experience — 30%
- Qualifications, education, and training — 20%

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 Short Range Transit Plan and Coordinated Public Transit – Human Services Transportation Plan 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 for review of content prior to final approval and execution.

TCTA 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.

## **VI. General Information**

### **A. Proposal Submittal**

Proposals must be received no later than 2:00 p.m. on [April 15<sup>th</sup>, 2025]. Proposals may be mailed or hand-delivered to:

Tamera Blankenship, Executive Director  
Tim Gillespie, Transit Planner II  
Tuolumne County Transit Agency  
975 Morning Star Drive, Suite A  
Sonora, CA 95370

All proposals and accompanying materials become the property of the Tuolumne County Transportation Council upon submission.

Proposers must submit one (1) unbound original and five (5) copies of their technical and cost proposal. The technical and cost proposal must be sealed in an envelope marked “Technical and Cost Proposal for Tuolumne County Transit’s Short Range Transit Plan.” The envelope must also clearly display the proposer’s name, address, telephone number, and contact person’s name, phone number, and email address.

### **B. Late Submittals**

Proposals received after the specified deadline will not be considered and will be returned unopened to the respondent.

### **C. Modification or Withdrawal of Proposals**

Proposals submitted prior to the deadline may be withdrawn or modified upon request. Modified proposals must be received by the specified deadline to be considered.

### **D. Addenda**

Any changes to the Request for Proposals for Short Range Transit Plan and Coordinated Public Transit – Human Services Transportation Plan 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 website for any addenda. Proposers must certify receipt of the addenda on the appropriate form, which must be submitted with their proposal. (See Page 14: Addenda Acknowledgment)

**E. Schedule**

<b>Activity</b>	<b>Date</b>
Notice of RFP	[March 11 <sup>th</sup> , 2025]
Written Question Submittal Deadline	[March 25 <sup>th</sup> , 2025]
Response to Questions Posted Online	[April 1 <sup>st</sup> , 2025]
Proposal Submittal Deadline	<b>[April 15<sup>th</sup>, 2025]</b>
Review/Ranking of Proposals	[April 17 – April 24, 2025]
Interviews	[April 28 <sup>th</sup> – May 2 <sup>nd</sup> , 2025]
Contractor Selection/Notice of Intent to negotiate	[May 5 <sup>th</sup> , 2025]
TCTA Governing Board Approval of Contract	[June 11 <sup>th</sup> , 2025]
Notice of Award/Notice to Proceed	[June 12 <sup>th</sup> , 2025]
Present Draft Report to TCTA Governing Board	[October 8, 2025]
Present Draft Report to the Social Services Transportation Advisory Council	[October 17, 2025]
Final Reports Due/Presentation to the TCTA Governing Board	[January 14 <sup>th</sup> , 2026]

**F. Property Rights**

Proposals submitted by the deadline become the property of Tuolumne County Transit Agency (TCTA), and all rights to their content are retained by TCTA.

**G. Amendments to Request for Proposals**

TCTA reserves the right to amend the RFP via addendum before the final submission deadline.

**H. Funding**

Total consultant funding for this project is \$137,000. Funding for TCTA comes primarily from California Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) Section 5311 operating assistance grants, and farebox revenue. The TDA funds are allocated by the Tuolumne County Transportation Council (TCTC). Contributions are also made by Tuolumne County and the City of Sonora. Additionally, the Transit System has received FTA Section 5310, Congestion Mitigation and Air Quality (CMAQ), and Transit Bond funding for capital purchases.

**I. Non-Commitment of Tuolumne County Transit Agency**

This RFP does not commit TCTA to award a contract, pay costs incurred in proposal preparation, or procure services or supplies. TCTA reserves the right to accept or reject any or all proposals, negotiate with qualified firms, or modify/cancel the RFP if it serves the agency’s best interests.

**J. Public Domain**

All products developed or utilized in the execution of any resulting contract will remain in the public domain upon contract completion.

**K. Questions**

Questions regarding this RFP must be submitted in writing by [March 25<sup>th</sup>, 2025] at 5:00 p.m. Include the name, firm (if applicable), address, phone number, and email of the inquirer. Submit questions to:

Tamera Blankenship, Executive Director  
Tim Gillespie, Transit Planner II  
Tuolumne County Transit Agency  
2 South Green St.  
Sonora, CA 95370

Email: TGillespie@co.tuolumne.ca.us

Questions and answers will be posted on the TCTA website at <http://www.tuolumnecountytransit.com> by [April 1<sup>st</sup>, 2025 by 5:00pm].

**L. Conflict of Interest**

Consultants, subcontractors, or members of firms engaged in the project must disclose any past, ongoing, or potential conflicts of interest. Consultants must avoid employment or consulting work that conflicts with TCTA. Any potential violations must be reported immediately.

**M. Affirmative Action**

Prospective contractors must comply with applicable Equal Employment Opportunity (EEO) laws, including Executive Order 11246, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and related laws.

**N. Protest/Appeals Process**

The following procedure applies to protests regarding the RFP process or appeals against the award recommendation:

- Submit protests/appeals in writing to Tuolumne County Transportation Council, 975 Morning Star Dr., Ste-A, Sonora, CA, 95370, Attention: Executive Director, or email [dgrossi@co.tuolumne.ca.us](mailto:dgrossi@co.tuolumne.ca.us).
- Protests/appeals must be received within 10 calendar days of the Notice of Award.
- Include in the protest/appeal all grounds, supporting documentation, legal authorities, and arguments. Any omitted contentions are waived. Evidence must be admissible and credible.
- Provide the name, address, telephone number, and email of the authorized representative of the protesting party.
- Failure to comply waives the right to pursue the protest/appeal further.

Upon receipt, the TCTA Executive Director will review the protest/appeal and provide an opportunity for mutual resolution. A written response or a meeting will be scheduled within five (5) business days. Final determinations may be appealed to the TCTA Board, whose decision is final.

### **Attachments**

- **Attachment A:** Agreement for Professional Services
- **Exhibit A:** Standard Insurance Requirements

**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 The Tuolumne County Transit Agency Short Range Transit Plan and Coordinated Public Transit – Human Services Transportation Plan***

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 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 March 11th, 2025, including Addenda, if any.
- B. Draft Agreement attached hereto as Attachment A
- C. Standard Insurance Requirements attached hereto as Exhibit A.
- D. Scope of Work attached hereto as Exhibit B.
- E. Consultant’s Proposal, Rate Schedule and Project Schedule, as accepted by the TCTA, attached hereto as Exhibit C.
- F. Certification Regarding Lobbying attached hereto as Exhibit D.
- G. 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 desires a robust Short Range Transit Plan and Coordinated Public Transit – Human Services Transportation Plan to guide the next five years of transit



planning in Tuolumne County. (such services are hereinafter referred to as the "Project") and,

- 2.02** The TCTA has determined the Project involves the performance of specialized professional and technical services; and,
- 2.03** Consultant has responded to TCTA'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 producing short range transit plans and Coordinated Public Transit – Human Services Transportation Plans, 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 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, and Consultant intend to enter into an agreement for the furnishing of certain services for the consideration hereinafter set forth.

The TCTA, 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 a short range transit plan and coordinated public transit – human services transportation plan for the Tuolumne County Transit Agency (TCTA). 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 agrees 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 issues 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.

- 4.01** TCTA or the Consultant at any time during this Agreement may request in writing an extension of the Agreement term for an additional period of up to one year. Upon receiving such a request, and provided the Consultant is not in default, the TCTA will consider extending the Agreement term for the additional year.

**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 Executive Director and perform and complete the project in compliance with the Scope of Work, Exhibit B, and Project Rate Schedule in Exhibit C.

**6. Suspension, Delay or Interruption of Work:**

The TCTA may suspend, delay or interrupt the services of the Consultant for the convenience of the TCTA. 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 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 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 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 agrees to accept replacement personnel. In the event that the TCTA, 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 of the desire of the TCTA 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. 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 through the office of the Executive Director. 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 TCTA:**

Tuolumne County Transit Agency  
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/her designee shall have authority on behalf of the TCTA 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 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 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 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 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 \$137,000. 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 Executive Director 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 Executive Director 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.
- 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.
- 19.05** If Consultant fails to submit the required deliverables according to the approved schedule and Scope of Work, TCTA 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 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, 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 upon request.

**22. Work Product Property of the TCTA:**

All plans, specifications, reports, computer files and other work products prepared by Consultant pursuant to this Agreement shall become the property of the TCTA. The TCTA’s use of documents produced under this Agreement and/or supporting information or calculations other than as intended hereunder shall be at the TCTA’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. The TCTA 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.

**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), 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 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 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 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 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.

**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 documentation of such notifications.

Consultant agrees to refrain from awarding any third-party subcontract without prior written approval by TCTA. 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 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 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, 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 of such interest, Consultant, with the prior written approval of the TCTA, 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 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. 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 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 by the TCTA, 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, 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 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, 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 and/or State enter into such litigation to protect the interest of the TCTA 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, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCTA") 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 for any expenditures, including reasonable attorney's fees, the TCTA may make by reason of such matters and, if requested by TCTA, 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 or any other person; provided, however, that Consultant shall not be required to indemnify TCTA for the proportion of Liability a court determines is attributable to the active negligence or willful misconduct of the TCTA.

If such indemnification becomes necessary, the legal counsel for the TCTA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTA. 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 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’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;
- 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 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 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 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 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 and the Consultant and their successors. Except as otherwise provided herein, neither the TCTA 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 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 11<sup>th</sup> day of June 2025.



**Tuolumne County Transit Agency**

Short Range Transit Plan and Coordinated Public Transit – Human Services Transportation Plan

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***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: \_\_\_\_\_

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

- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- 1) The TCTA, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds (“TCTA additional insureds”).
  - 2) This policy shall be considered, and include a provision it is, primary as respects the TCTA additional insureds, and shall not include any special limitations to coverage provided to the TCTA additional insureds. Any insurance maintained by the TCTA, including any self-insured retention the TCTA 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 additional insureds.
  - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTA 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 975 Morning Star Drive, Suite A, 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 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**

**Project Tasks**

**Task 1: Coordination with Project Partners and Consultant**

**1.1 Consultant/TCTA Kick-Off Meeting:** The consultant will conduct a kick-off meeting with TCTA to establish communication protocols, clarify project objectives, and resolve any outstanding issues. The consultant will prepare an agenda and meeting minutes.

**1.2 Monthly Status Meetings:** TCTA and the consultant will hold monthly status meetings throughout the project’s duration. The consultant will prepare agendas and minutes for these meetings.

**Task 2: Data Collection**

**2.1 Data Review and Integration:** The consultant will collect and review relevant data, including the current SRTP, Coordinated Public Transit – Human Services Plan, Regional Transportation Plan, and other planning documents. Demographic and modeling data will also be incorporated into the analysis.

**2.2 Review of Regional Transit Systems:** The consultant will assess all aspects of the regional transit system, including existing plans, demographic data, route details, boarding and alighting data, and unmet transit needs as identified in the annual Unmet Transit Needs Process.

**Task 3: Public Participation and Community Outreach**

**3.1 Stakeholder Identification:** In collaboration with TCTA, the consultant will develop a list of stakeholders likely to be impacted by the plan’s outcomes. This list will include local government agencies, community organizations, advocacy groups, and private sector representatives.

**3.2 Passenger and Stakeholder Surveys:** The consultant will design and conduct surveys using both online and traditional methods to ensure diverse community participation, including normally hard-to-reach residents. Key stakeholder interviews will also be conducted.

**3.3 Stakeholder Meetings and Community Workshops:** The consultant will organize two community workshops. The first workshop will aim to gather input on current transit services, identify areas of passenger satisfaction, and uncover unmet service needs. The second workshop will focus on presenting the draft plan, discussing proposed recommendations, and collecting feedback to refine the final version. These workshops are intended to foster community engagement and ensure the plan addresses local needs effectively. Workshop materials will be provided in English and Spanish, and advertising will utilize multiple outreach methods, such as local newspapers, radio announcements, and social media platforms.

**3.4 Findings Summary Memo:** The consultant will summarize survey and outreach findings to assess how well current needs are being met and identify areas for improvement. These findings will be presented to TCTA for review and comment.

#### **Task 4: Performance Standards, Transit Demand Analysis, and Operating Plan**

**4.1 Development of Performance Standards:** The consultant will create performance standards to evaluate the efficiency and effectiveness of current operations. Analyses will focus on individual routes to identify necessary improvements, including metrics such as on-time performance, ridership trends, and cost-effectiveness.

**4.2 Transit Demand Analysis:** The consultant will analyze transit demand using data from surveys, interviews, and outreach efforts. The analysis will include financial evaluations and explore alternatives such as micro-transit, on-demand services, Transportation Network Companies, and potential service expansions to underserved areas.

**4.3 Five-Year Operating Plan Development:** Using the analyses, the consultant will develop a comprehensive five-year operating plan, including cost projections, revenue and expense estimates, and funding recommendations. TCTA will use this plan to pursue funding for implementation. The plan will also include phased recommendations for service improvements and pilot programs.

#### **Task 5: Draft and Final Plan Development**

**5.1 Prepare Draft Short Range Transit Plan:** The consultant will prepare a Draft Short Range Transit Plan (SRTP) using the findings, objectives, and strategies developed in previous tasks. This plan will identify and prioritize needed improvements to the region’s public transportation system. Once completed, the draft will be presented to the Tuolumne County Transit Agency (TCTA) for review and comment. The Draft SRTP will also be presented to the Social Services Transportation Advisory Council (SSTAC) for review and feedback. Following review by both the TCTA and SSTAC, the consultant will make any necessary revisions and present the revised Draft SRTP to the Tuolumne County Transit Agency Board for further review and comment.

**5.2 Prepare Draft Coordinated Public Transit – Human Services Transportation Plan:** The consultant will prepare a Draft Coordinated Public Transit – Human Services Transportation Plan using the same findings, objectives, and strategies developed in previous tasks. This plan will identify and prioritize needed improvements. Once completed, the draft will be presented to the TCTA for review and comment. The Draft Coordinated Public Transit – Human Services Transportation Plan will also be presented to the SSTAC for review and feedback. After review by both the TCTA and SSTAC, the consultant will make any necessary revisions and present the revised Draft Plan to the Tuolumne County Transit Agency Board for further review and comment.

#### **Task 6: Final Short Range Transit Plan and TCTA Board Acceptance**

**6.1 Prepare and Present Final Short Range Transit Plan and Coordinated Public Transit –**

**Human Services Transportation Plan:** The consultant will incorporate any final edits as needed and prepare the Final Short Range Transit Plan/Coordinated Public Transit – Human Services Transportation Plan for presentation at a public meeting of the Tuolumne County Transit Agency Board. The Board will review and adopt the plan. Once adopted, the consultant will prepare ten bound copies of the final document, as well as an electronic copy of the final product and appendices and deliver them to the Tuolumne County Transit Agency. Additionally, the consultant will prepare an executive summary to facilitate public understanding of the key findings and recommendations.