

Tuolumne County Transportation Council
Tuolumne County Transit Agency

Request for Proposals

Collateral Production and Graphic Design Services

Tuolumne County Transportation Council
Tuolumne County Transit Agency
975 Morning Star Dr.
Sonora, CA 95370
www.tuolumnecountytransportationcouncil.org
www.tuolumnecountytransit.com

Issued Date:
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Notice

The Tuolumne County Transportation Council (TCTC) and the Tuolumne County Transit Agency (TCTA) are soliciting qualifications from interested firms for Collateral Production and Graphic Design Services. The selected firm(s) will assist in the development of various transit-related collateral materials. The contract may be awarded to one or multiple vendors on an as-needed basis.

Introduction

The Tuolumne County Transit Agency (TCTA) serves as the primary operator of public transportation in Tuolumne County, including the City of Sonora.

The Regional Public Transportation System aims to offer safe, dependable, efficient, and high-quality multi-modal transit services for both residents and visitors. This system is designed to enhance the community while ensuring accessible and sustainable mobility options.

As the designated Regional Transportation Planning Agency, the Tuolumne County Transportation Council (TCTC) oversees transportation planning and project development throughout the region. Its planning efforts focus on identifying and implementing transportation improvements that support regional mobility, economic growth, and environmental preservation.

TCTC and TCTA are seeking to establish a three-year retainer agreement with at least one qualified firm to provide professional collateral production and graphic design services. This agreement may be extended for an additional year at the discretion of TCTC and TCTA. The scope of work, timelines, and costs for specific projects will be outlined in individual work orders, which must be approved in writing by both the Executive Director and an authorized representative of the consultant. Once approved, a notice to proceed will be issued to the selected consultant for each project.

Background Information

The TCTA is the public transportation system operator and lead agency for Tuolumne County Transit, serving Tuolumne County and the City of Sonora. The TCTC serves as the Regional Transportation Planning Agency (RTPA), overseeing transportation projects and programs in the region. Their objective is to ensure efficient and effective transit services, foster economic development, and support environmental sustainability through comprehensive transportation planning.

TCTC and TCTA require professional collateral production and graphic design services to enhance public awareness, create engaging transit materials, and ensure consistent branding across various media formats. This RFQ seeks firms that can provide high-quality design, production, and printing services for a range of transportation-related collateral. The selected vendor(s) will work closely with agency staff to align deliverables with the overall transportation and public outreach strategy.

Programs Overview

TCTC and TCTA are involved in several initiatives requiring collateral and graphic design support:

- **Seasonal Transit Services:** Marketing materials such as flyers, posters, and schedules for services like the SkiBUS and Yosemite Transit programs.
- **Community Events:** Promotional materials for events such as the Sonora Christmas Parade and Mother Lode Fair.
- **Digital and Social Media Outreach:** Design content creation for online platforms and agency websites.
- **Trails Program:** Development of maps, signage, and informational materials to promote local trails and safe routes.
- **Regional Transportation Planning:** Public outreach materials related to transportation planning projects and grant initiatives.

Scope of Work

The selected firm(s) will be responsible for providing comprehensive professional services to support the printing, designing, and outreach efforts of the Tuolumne County Transit Agency (TCTA). These services include, but are not limited to, the following key areas:

1. Graphic Design Services

The selected firm(s) will create visually appealing and impactful graphic designs to effectively communicate TCTA's messaging and brand identity. This includes:

- **Creation of Visual Assets:**
 - Designing visually cohesive and brand-aligned graphics for printed and digital materials, including but not limited to brochures, flyers, posters, schedules, banners, and promotional items.
 - Developing custom illustrations, infographics, and icons to enhance communication and engagement.
- **Design of Marketing Collateral:**
 - Crafting compelling and informative brochures, flyers, posters, schedules, banners, and other collateral materials to support TCTA's marketing and outreach campaigns.
 - Ensuring all designs are accessible and inclusive, following ADA-compliance guidelines.
- **Brand Development and Templates:**
 - Creating branding elements, style guides, and templates for consistent agency use across all communication channels.
 - Developing adaptable templates for social media graphics, newsletters, and presentation materials, ensuring cohesive brand representation.

2. Collateral Production Services

The selected firm(s) will oversee the production and distribution of high-quality printed materials, ensuring consistency and efficiency throughout the process. This includes:

- **Printing and Material Production:**
 - Managing the end-to-end printing process for all designed collateral, including brochures, posters, schedules, and promotional items.
 - Sourcing sustainable and cost-effective materials to align with TCTA’s environmental initiatives.
- **Quality Control and Consistency:**
 - Ensuring print production quality, color accuracy, and brand consistency across all materials.
 - Conducting press checks and proof reviews to maintain the highest standards of production.
- **Logistics and Delivery Coordination:**
 - Coordinating the timely delivery and distribution of printed materials to various TCTA facilities, events, and stakeholders.
 - Managing inventory and re-ordering processes for recurring collateral needs.

3. Digital Content Creation

To effectively engage with the community and promote TCTA services, the selected firm(s) will develop dynamic digital content optimized for online platforms. This includes:

- **Web-Friendly Graphics and Digital Assets:**
 - Creating visually compelling graphics tailored for digital platforms, including social media, email newsletters, and website banners.
 - Developing engaging multimedia content, such as GIFs, animations, and short videos, to enhance online presence and audience engagement.
- **File Preparation for Online Distribution:**
 - Preparing optimized files for seamless distribution across agency websites, social media platforms, and digital marketing campaigns.
 - Ensuring all digital assets are responsive and accessible on multiple devices and screen sizes.

4. Special Event and Project Support

The selected firm(s) will play a crucial role in supporting TCTA’s special events, public awareness campaigns, and grant-funded transportation initiatives. This includes:

- **Promotional Materials for Seasonal Services and Events:**
 - Designing targeted promotional materials for seasonal transit services, community events, and public engagement initiatives.
 - Crafting captivating event invitations, banners, posters, and social media ads to maximize attendance and participation.
- **Signage and Wayfinding Materials:**
 - Producing clear and effective signage and wayfinding materials to enhance public awareness and ease of navigation during events and campaigns.
 - Ensuring all signage meets ADA compliance and accessibility standards.

- **Grant-Funded Transportation Initiatives:**
 - Assisting in the development of materials required for grant-funded transportation projects, including reports, presentations, and promotional campaigns.
 - Collaborating with TCTA staff to align messaging and visuals with grant requirements and objectives.
- **Outreach Campaign Support:**
 - Providing graphic and creative support for outreach campaigns aimed at increasing local stakeholder engagement and community awareness.
 - Developing culturally relevant and inclusive campaign materials to reach diverse audiences.

Submission Requirements

Interested firms must submit a physical and digital proposal (**must be a thumb drive for digital copy**) that includes the following:

1. Cover Letter

- **Summary of Qualifications:**
 - A brief overview of the firm's expertise, relevant experience, and unique qualifications that make them an ideal candidate for this project.
 - Highlight key team members who will contribute to the project and their respective roles.
- **Company Contact Information:**
 - Name, email, and phone number of the primary contact person for this proposal.
 - Confirmation of the firm's ability to meet the scope of work requirements and project timelines.
- **Authorized Signature:**
 - The cover letter must be signed by the firm's owner, CEO, or an authorized representative, confirming the authenticity of the proposal.

2. Company Profile

- **General Information:**
 - Business name, address, phone number, and website URL.
 - Years in business and the number of employees.
- **Organizational Structure:**
 - Detailed description of the firm's organizational structure (corporation, LLC, sole proprietorship, etc.).
 - Identification of key leadership and decision-makers within the firm.
- **Certifications and Designations:**
 - Indicate whether the firm is a certified Disadvantaged Business Enterprise (DBE) or Small Business Enterprise (SBE).

- Include any additional certifications relevant to this project, such as Minority-Owned Business or Women-Owned Business.

3. Relevant Experience & Qualifications

- **Transit Agency and Public Sector Experience:**
 - Detailed description of previous work with transit agencies or public sector clients, demonstrating the firm's understanding of government contracting and public communication strategies.
 - Examples of projects that involved community engagement, public awareness campaigns, or transportation-related initiatives.
- **Portfolio of Similar Projects:**
 - Examples of similar collateral and design projects, including print and digital materials, branding campaigns, and event promotions.
 - Showcase creativity, strategic thinking, and successful outcomes from past projects.
- **Technical Capabilities:**
 - List of design and printing software capabilities, including proficiency in industry-standard tools such as Adobe Creative Suite, InDesign, Illustrator, and Photoshop.
 - Description of digital marketing and social media management capabilities, if applicable.

4. References

- **Client References:**
 - Contact information for three recent clients, preferably public agencies, or transit organizations.
 - A brief description of each project, including the scope of work, outcomes achieved, and the firm's role.

5. Conflict of Interest Statement

- **Transparency and Disclosure:**
 - A clear statement disclosing any potential conflicts of interest that may arise while working with TCTA.
 - Confirmation of the firm's commitment to maintaining objectivity and integrity throughout the contract term.

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

Criteria	Max Points
Responsiveness to RFQ	20
Understanding of Project Scope	30
References & Past Experience	30
Pricing Proposal	20

TCTA reserves the right to award multiple contracts or reject all proposals if deemed necessary.

Submission Deadline

Proposals must be received by **May 19, 2025** at Tuolumne County Transportation Council, 975 Morning Star Dr., Sonora, CA 95370 by **2:00pm**. Any submissions that arrive after 2:00pm on Monday May 19, 2025, will not be considered for this RFQ. We also request that a thumb drive is provided with the hard copy that contains the digital proposal with all attachments.

Contact Information

For any questions regarding this RFQ, please contact:

Tim Gillespie, Transit Planner II
Tuolumne County Transit Agency
Email: TGillespie@co.tuolumne.ca.us | Phone: (209) 533-6564

TCTC/TCTA reserves the right to reject any and all submissions or to waive any informalities or irregularities in the qualification process. This RFQ does not commit TCTC/TCTA to award a contract or to pay any costs associated with the preparation of responses.

PROCUREMENT SCHEDULE

Milestone	Date
RFQ Issued	April 9, 2025
Deadline for Submitting Questions	April 14, 2025 (by 5:00 PM)
Responses to Questions Posted	April 21, 2025
Proposal Submission Deadline	May 19, 2025 (by 2:00 PM)
Notice of Intent to Award/negotiate	May 23, 2025
TCTA Governing Board Approval of Contract	June 11, 2025

Milestone	Date
Notice of Award/Notice to Proceed	June 12, 2025

All deadlines are final, and proposals submitted after the deadline will not be accepted.

Addenda

Any changes to the Request for Qualifications documents will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Request for Proposals document, and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on the TCTC website. It is the responsibility of the proposers to check the TCTC website for any addenda. Proposers must certify receipt of the addenda on the appropriate form (see ADDENDA ACKNOWLEDGMENT, pg. 13), which must be submitted with their proposal.

Consultant Selection

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

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

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

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

Fee and Method of Payment

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

product. Payment for work completed can be expected within 30 days of invoice receipt and verification of work performed.

Policy

The TCTC or TCTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability. In addition, the TCTC and TCTA require that any consultant or consulting firm hired by the TCTC or TCTA 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.

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.

Amendments to the Request for Quotes

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

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.

Agreement for Professional Consulting Services

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

Insurance Requirements

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide

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evidence of such insurance, at least as broad as the coverage described below, to the County as may be required by the Risk Manager of the County. 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 the County 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.
- iv. 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, the Entity 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 Entity.

- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
 - i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.

- iii. 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.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. 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.
- E. 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.

Hold Harmless/Indemnification

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") 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 County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, 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 County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

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

ADDENDA ACKNOWLEDGMENT

(To be submitted with qualifications packet)

Receipt of the following addenda is hereby acknowledged:

Addendum No. _____ Proposer’s Initials _____

Addendum No. _____ Proposer’s Initials _____

Addendum No. _____ Proposer’s Initials _____

Addendum No. _____ Proposer’s Initials _____

Attachment A

Agreement for Professional Services

For Collateral Production and Graphic Design Services for The Tuolumne County Transit Agency

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 Proposals issued April 7, 2025 including Addenda, if any.
- B. Draft Agreement attached hereto as Attachment A
- C. Standard Insurance Requirements attached hereto as Exhibit A.
- D. Consultant's Proposal, Rate Schedule and Project Schedule, as accepted by the TCTA, attached hereto as Exhibit C.
- E. Certification Regarding Lobbying attached hereto as Exhibit D.
- F. Debarment & Suspension Certification attached hereto as Exhibit E.

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

2. Recitals

2.01 The TCTA desires to enter in a three year contract for Collateral Production and Graphic Design Services to assist Tuolumne County Transit Agency in communicating with the public. (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 TCTAs Request for Quotes soliciting comprehensive communications, collateral production and graphic design services; and,
- 2.04** Consultant hereby represents that it is in the business of, and fully qualified in producing multiple types of collateral for multiple uses and is fully willing and able to perform the work orders described in the RFQ, 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 Collateral Production and Graphic Design Services for the Tuolumne County Transit Agency (TCTA). Consultant agrees to complete the Project pursuant to the Scope of Work of this Agreement, and the Agreement Documents. The TCTA agrees to compensate Consultant as specified herein below and accordance with the Request for Quotes, the Quote 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 and shall expire three (3) years after the date of execution or the completion of any Work Orders issued pursuant to Section 3 of this agreement, whichever is later, unless this Agreement is extended by written amendment.

- 4.01** TCTA or the Consultant at any time during the third year of 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.

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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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).

11. 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.

12. 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.

13. 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.

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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

If to Consultant:

Insert Name/Contact information

14. 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.

15. Signature Authority:

- 15.01** 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.
- 15.02** 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

16. 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.

17. Workers Compensation:

- 17.01** Consultant shall comply with the provisions of the Worker's Compensation and Insurance Law of the State of California.
- 17.02** 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.

18. Compensation:

- 18.01** 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. 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 18.02 shall not be exceeded unless authorized through an amendment to this Agreement.
- 18.02** 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 costs upon completion of each Work Order is not to exceed the amount agreed upon in the Work Order. Consultant will include with each progress payment request a monthly written progress report for work completed, as described in Article 19, Reporting Requirements, of this Agreement. Progress payment requests shall be based on the amount of work completed per task in accordance with the Scope of Work and shall be billed appropriately. 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.
- 18.03** 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.
- 18.04** 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.

18.05 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Debarment and Suspension Certification:

30.01 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.

30.02 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.

30.03 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).

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. Termination of Agreement:

37.01 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, 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.

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

37.03 Consultant shall be paid for all work performed through the date of termination at the rates set forth in the Rate Schedule, 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. Succession:

This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.

46. Third Party Beneficiary:

Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.

47. 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.

48. 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.

49. 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.

50. Modification:

No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

51. 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.

52. 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.

53. 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.

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:

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- 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, Sonoma, 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

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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.