



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** GCSB Board of Directors

**FROM:** Pete Kampa, General Manager

**DATE:** April 13, 2021

**SUBJECT:** Agenda Item 4Aii. General Manager's Report

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During the month of March 2021, we continued to make significant progress on a number of time sensitive projects and critical initiatives. If there are topics discussed for which you would like additional information, please feel free to contact myself, Rachel or Jennifer.

### **BIG CREEK/2G CLEARWELL PROJECT**

Included in this report is a copy of the agenda for our most recent engineering staff meeting regarding the Clearwell Project. The Butler Way Booster Pump renovation is nearing completion and expected to be final by the end of April. The pump system will have a special sound-reducing enclosure to reduce noise leaving the site, and which will be installed later in the project due to manufacture and delivery timelines.

The contractor expects to have the Big Creek Clearwell and chlorine contact tank back on line by the end of the month of April. Based on the project schedule discussed below, following Big Creek the contractor will mobilize on Second Garrotte or be directed to paint the tank exteriors during the summer and begin work on Second Garrotte after July 4.

To date, the project is under budget but somewhat behind schedule. We are requiring the contractor to provide an accurate, detailed plan on how they will achieve the project completion timeline of 134 working days, in order to avoid the \$1000 per day liquidated damages charged to the contractor after the 134 working days. There is never an optimal outcome when a contractor is paying \$1000 per day to complete the work. As of the day of preparation of this report, we have not yet received Disbursement Request 1 from the state, although it has been approved and we await only for the check to be cut. Disbursement Request 2 and 3 have also been accepted and are in various stages of state processing and approvals.

### **DOWNTOWN GROVELAND/BOF SEWER COLLECTION SYSTEM RENOVATION PROJECT**

We have received the 90% complete set of sewer project improvement plans, totaling 107 sheets of construction drawings. Luis and Adam are working through review of the drawings with the goal of final plans for bidding in another two weeks as shown below. An engineer's estimate of probable cost is being prepared based on the 90% plans and as soon as received, a special meeting will be called to seek approval to enter the bidding phase.

- Final Submittal (Plans and Contract Documents)

April 16, 2021

- Solicit Bids April 21, 2021
- Open Bids May 27, 2021
- Award June 8, 2021
- Notice to Proceed (construction begins) June 14, 2021

### **ADDITIONAL ITEMS OF INTEREST**

*Tracking System for Engineering Project Assignments* – District management has found that the number of projects and assignments made to our District engineer has grown to the point where we needed to develop a system of more formal tracking. We are scheduling more frequent meetings and working through the details of the tasks and tracking system. For your information, the list of projects is included below, in no particular order:

1. DWR Irrigable landscape data review
2. Clearwell project construction management
3. Sewer Collection System Replacement Project design, bidding and construction management
4. Water distribution system replacement project design; bidding and construction management on funding award
5. Headworks and Irrigation, LS 2 project design, bidding and construction management
6. Yonder Yosemite Project Feasibility and Design review/coordination
7. Airport estates closeout and GCSD acceptance of infrastructure
8. Water Distribution system evaluation re unusual operating conditions
9. AMI water meter upgrade project design and USDA/BOR Watersmart funding applications
  - a. Staff conducting onsite pilot testing and vendor interviews
10. AWS relocation/permanent location design and USDA funding application
11. Wastewater plant pond 1 renovation plans and specifications/funding plan
  - a. Include a plan to deal with mass grease and debris from lift stations
12. WWTP Reservoir 2 Inundation Study and Emergency Response Plan Preparation
13. District paving projects (admin parking lot & tank 2) construction management
14. District gravel roads (spray fields) included with headworks project
15. Concrete and grading around sludge press and WWTP - added to and included with headworks project
16. Generator replacement projects – multiple locations
  - a. Cal OES funding, DWR IRWM funding, potential USDA funding
17. Fuel tank painting and automation project
18. Prepare feasibility letter and Advance Funding Agreement Exhibit B cost estimates for Long Gulch project (4-02-2021)

*Wastewater Plant Reservoir #2 Inundation Study* – AM Consulting Engineers has contracted with Dudek to perform the aerial mapping by use of a Unmanned Aerial Vehicle, or drone. We are working through the details of approval to fly the drone from the

*Long Gulch Ranch Feasibility Evaluation* – During last month’s regular meeting, the Board took the position that the proposed 19 lot subdivision on the Long Gulch property should annex to the District to receive services, including water and fire. Since that time, the project applicant has

contacted the District and has requested that we evaluate the feasibility of providing service to a larger project in the same vicinity. The property owner has submitted the required application and initial deposit, and our District engineer will be determining the scope and cost of the required engineering evaluation, and GCS D management will estimate the legal and administrative costs of project review. As always, the first step is to determine if water and sewer service is feasible to serve the location. If it is and the developer chooses to proceed, the project will be returned to the Board for consideration of a position on annexation and Advance Funding Agreement.

*Water/Sewer Master Plan Review* – Following significant delays, we have received the first draft of the Water/Sewer Master Plan; which is currently under review. Staff has recommended that a Board committee be established to review and become familiar with the master plans, as they have significant implications on future major capital projects and capacity development to serve future development. Based on the complexity of the document, we expect a two month review period before presentation to the full board.

*Community Facilities District (CFD) and Development Impact Fee Draft Document Review*  
We have been working closely with NBS in the completion of two separate studies and process development intended to financially offset the impacts of new land development projects on District services. This has been a relatively intense process of data compilation, review of technical memoranda prepared by the consultant, agreement on rate application concepts and methodologies, and working through budget projections for the future. We have received first drafts of the CFD Financial Impact Analysis and Impact Fee Study, which will now be reviewed by Board committee and returned to the Board in May or June for consideration.

*Frequently Asked Questions – Tuolumne County Fire Authority Measure V*  
Included in this report is the first draft of the responses to frequently asked questions regarding the Tuolumne County Fire Authority’s Measure V to be considered by voters in an all-mail ballot due June 8, 2021. This information is posted on the GCS D Website as well.

*Prevailing Wage Decision by CA Supreme Court* – A decision was reached yesterday by the supreme court of California regarding certain types of contracted work now being subject to payment of prevailing wages as required under the Public Contract Code. As more guidance on this rolls out we will keep the Board informed. This could have an impact to the District budget when we contract for any type of service, including facility maintenance, cleaning, utility bill mailing? Pest control? More information is available here: <https://www.csda.net/blogs/vanessa-gonzales/2021/04/05/ca-supreme-court-broadens-scope-of-prevailing-wage>

### **The “American Jobs Plan”**

The plan being introduced to Congress offers an estimated \$2.25 trillion in infrastructure investments over eight years. It is assumed that some negotiated version of this Plan will be approved and the information presented below conveys some potential concepts on how the District could position itself to maximize community benefit from the funding. We will closely watch and participate as needed to stay abreast of the opportunities:

***Potential for GCS D Broadband Infrastructure Development (and Feasibility Study)***

**\$100 billion to build “future proof” broadband infrastructure** in unserved and underserved areas so that the U.S. can finally reach 100 percent high-speed broadband coverage. It also prioritizes support for broadband networks owned, operated by, or affiliated with **local governments**, non-profits, and co-operatives—providers with less pressure to turn profits and with a commitment to **servicing entire communities**; promotes price transparency and competition among Internet Service Providers; and reduces the cost of broadband Internet service and promotes more widespread adoption.

***Potential Funding for Water, Wastewater System, Park and Fire Funding***

The following are potential sources of funding to continue replacing and upgrading our water and sewer infrastructure, upgrade the WWTP and produce recycled water for baseball field and park irrigation, build trails including those that serve as alternate evacuation routes, fire fuels reduction projects, new water metering systems, etc.

**\$56 billion** in grants and low-cost flexible loans to states, Tribes, territories, and disadvantaged communities across the country to **modernize aging water systems** by scaling up existing, successful programs.

**\$50 billion** in dedicated investments to **improve infrastructure resilience**, including: Increasing resilience in urban infrastructure and roads, rail, and other transportation assets. The proposal also targets investments to support infrastructure in those **communities** most **vulnerable** physically and financially to **climate-driven disasters** and to build back above existing codes and standards. Additionally, the President’s plan provides funding for the western drought crisis by **investing in water efficiency and recycling programs**, and invest in protection from **extreme wildfires**

***Potential Linkage Between YARTS and GCSD Parks***

**\$85 billion** to modernize existing public transit and help agencies expand their systems to meet rider demand.

Also included in the agenda material is a Request for Proposals from the Tuolumne County Transportation Council for consulting services to identify evacuation routes.

**GROVELAND COMMUNITY SERVICES DISTRICT  
BIG CREEK AND SECOND GARROTTE CLEARWELLS REHABILITATION  
PROJECT  
CONSTRUCTION PROGRESS MEETING**

April 6, 2021 @ 9:00 AM

AGENDA

- I. INTRODUCTIONS
- II. CONSTRUCTION PROGRESS SNAPSHOT
  - a. Total Project Cost (Contractor) \$3,118,200.00
  - b. Total Project Cost (Total Project) \$3,954,200.00
  - c. Budget Spent to Date (Contractor) \$1,155,310.00
  - d. Budget Spent to Date (Total Project) \$1,366,318.00
  - e. Total Project Contingency \$361,000.00
  - f. Contingency Used to Date \$79,676.00
  - g. Percentage Funding Used to Date (Contractor) 37.1%
  - h. Percentage Funding Used to Date (Total Project) 34.6%
  - i. Percent Contingency Used to Date 22.1%
  - j. Days for Completion 134 Working Days
  - k. Elapsed Days 82 Working Days
  - l. Remaining Days 52 Working Days
- III. CONSTRUCTION SITE REPORTS
  - a. Progress to Date
  - b. Contractor (1-MONTH LOOK AHEAD)
- IV. CHANGE ORDERS
  - a. Fully Executed
    - i. Change Order No. 1 – Additional Structural Repairs in Big Creek Clearwell (\$33,217.80 and 8 Additional Working Days)
    - ii. Change Order No. 2 – Relocation of ARV to Adjacent Wye Fitting at Butler Way Pump Station (No Cost and 2 Additional Working Days)
    - iii. Change Order No. 3 – Installation of Insulation in Both the Big Creek and Second Garrotte New Electrical Cabinets (\$953.00 and No Working Days)
    - iv. Change Order No. 4 – Inspection Sand Blast (Time & Material) (\$46,457.90 and 4 Additional Working Days)

- b. Received
    - i. Pending Change Order No. 3 – Additional Work at Butler Way (Time & Material)
  - c. Denied
    - i. Pending Change Order No. 1 – Oil in Tank (\$48,539.00 and 14 additional Working Days)
    - ii. Pending Change Order No. 6 – Lid Pin Holes Repairs (\$14,200 and 2 additional Working Days)
- V. SUBMITTAL REVIEW
- a. Approved Submittals
    - i. Submittal No. 1 – 20 and 22 – 36
  - b. Remaining Submittals
    - i. Submittal No. 21 and 37
- VI. REVIEW RFI LOG
- a. Responded RFI's
    - i. RFI No. 1 – 30
  - b. Pending RFI's
    - i. None
- VII. Claims
- a. Claim No. 1 – Oil in the Tank
    - i. Responded
  - b. Claim No. 2 – Extra Money for Coating Material
    - i. Responded
  - c. Claim No. 3 – Relocation of ARV
    - i. Claim Removed
- VIII. PAYMENT REQUESTS
- a. Processed
    - i. Disbursement Request No. 1 (\$331,640.00)
      - 1. Should receive this week.
    - ii. Disbursement Request No. 2 (\$298,997.00)
      - 1. Estimate end of April to early May.
    - iii. Disbursement Request No. 3 (\$673,932.00)
      - 1. Estimate middle of May.

- b. The State will not be processing Disbursement Requests from March 26, 2021 to July 1, 2021 (End of Fiscal Year).
  - i. State allows grantees to pull out bridge loans if processing times exceed 45 days.
    - 1. Interest on loan will be funded through Project contingency fund.

IX. PROJECT SCHEDULE

- a. Project Contract Documents state that construction shall be avoided during the months of May to August.
  - i. Butler Way Pump Station should be fully operational the last week in April.
  - ii. Big Creek Site should be back in service between the last week in April.
  - iii. Coat exterior of tanks during these months?

X. CONCERNS

XI. ADJOURN

# Frequently Asked Questions – April 6, 2021

Tuolumne County Fire Authority – Measure V (Mail Ballot due June 8, 2021)

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## What is Measure V?

Measure V is a special tax measure being submitted to the voters in an all-mail ballot scheduled for June 8, 2021. The ballots and voter information will be mailed during the week of May 10, 2021 to all registered voters within the [boundaries](#) of the Tuolumne County Fire Authority. To be counted, ballots must be returned by June 8, 2021. If approved by the voters, the tax will generate approximately \$4,183,950 to specifically fund fire protection, suppression, and emergency response services. This funding will be distributed as shown below directly to the Tuolumne County Fire Department, Sonora City Fire Department, Groveland Fire Department, Jamestown, Columbia and Tuolumne Fire Districts, based on the number of properties served by each.



<b>Entity</b>	<b>Total # of Parcels</b>	<b>Estimated Revenue</b>
City of Sonora	2261	\$313,425
Columbia Fire Protection District	217	\$28,650
County of Tuolumne	24,068	\$3,117,975
Groveland Community Services District	4087	\$552,525
Jamestown Fire Protection District	362	\$50,175
Tuolumne Fire District	897	\$121,200
<b>Total</b>	<b>31,892</b>	<b>\$4,183,950</b>

### [Why is Measure V being Proposed?](#)

This funding measure is being proposed to provide our citizens the opportunity to vote on a secure, reliable and predictable source of revenue specifically for fire and emergency response services in Tuolumne County. Fire departments throughout the county have been meeting for years to identify ways to most efficiently and effectively provide consistent and reliable fire services to all areas of the county. The lack of funding adequate to cover basic fire department expenses including personnel and equipment replacement is a common concern of the fire departments who formed the Tuolumne County Fire Authority. The Fire Chief for the County Fire Department presented to the Board of Supervisors in July 2020 an [overview report](#) regarding how dire the fire funding situation has become countywide. Measure V is intended to address these deficiencies and provide funding for staffing, operating and equipment replacement to secure the viability of fire services now and in the future.

Departments have for many years been financially challenged due to the dispersed, remote populations we serve, increasing fire fuel loads, increasing drought and weather-related fire incidents, aging fire engine fleet, reduced availability of volunteer firefighters, increasing cost of equipment, personnel, fuel and insurance. The state has continuously increased regulations and laws affecting fire services which has resulted in increased costs. At the same time, the revenue available to these departments has been nearly flat due to economic downturns, property tax limitations and even reduced revenue when the state shifted property taxes away from fire departments.

### [What Have the Fire Departments Done to Reduce Cost?](#)

For decades the County and the Fire Districts kept costs low by relying on volunteer personnel to respond to calls for service and to assist the career staff with those responses. As the population ages, two income families are more prevalent, and stricter training requirements for firefighters have all contributed to the decline of the volunteers providing fire protection services. This has resulted in a growing need to provide paid staff to respond to calls for service in the County, which has increased costs.

The Fire Districts/Departments have maintained staffing at less than industry standard levels, frozen wages and stipends, deferred maintenance on equipment, continued to operate fire engines that in many cases are 10 or more years overdue for replacement and not upgraded to the latest technologies and equipment for firefighter safety and saving lives.

## [Aren't We Doing Okay Now? Aren't Fire Department Response Times Good?](#)

With the resources currently available, our fire departments have performed very well in saving lives and property from fire and response to medical emergencies. We have also had luck on our side in the past few years, aside from a few very close calls. Fire Department response times of four minutes for the first engine and eight minutes for all engines to arrive are the industry standard for areas with populations of more than [500 per square mile](#). In rural areas with less population a response time of up to fourteen minutes meets standards. The Fire Department [Response Time](#) map shows the areas of the county that are within nine and fourteen minute response areas from existing fire stations. Many areas of the county are outside these response time standards, which can result in increased risk of loss of life and property. As detailed in the Fire services [Overview Report](#), many of these stations are not staffed and rely on volunteer response until the next closest staffed department can arrive. The report also details the aged and substandard condition of fire engines and response vehicles which can have a significant, negative effect on response times.

For someone experiencing a cardiac arrest, the survival rate is reduced by approximately 7% to 10% for every minute defibrillation is delayed; with the first five minutes being the most critical. After five minutes, the survival rate drops below 30% and at 10 minutes, there is less than a 10% chance of survival. The [Home Fire Timeline](#) graphic illustrates the building fire progression timeline and shows that flashover, which is the point at which the entire room erupts into fire after all the combustible objects in that room reach their ignition temperature, can occur as early as 3:00 to 5:00 minutes from the initial ignition. Human survival in a room after flashover is extremely improbable. After five minutes of free burning, structure fires are extremely difficult to contain to the room of origin and the whole house becomes threatened.

Another factor in controlling fire and saving lives is the number of firefighters and engines needed to simultaneously and effectively perform the tasks of rescue, fire suppression, and ventilation; and/or to keep small fires from becoming catastrophic under adverse conditions. It is typically recommended that 14 or more fire personnel respond to a structure fire within 11:30 minutes from the 911 call to effectively perform these critical tasks. Due to the minimal staffing (2 to 4 firefighters) at each staffed fire station in the county, mutual aid among all fire departments is necessary to achieve the required number of fire personnel on scene AND to ensure that additional emergency calls can be covered when a large turnout is needed to control a dangerous fire. Each department in the county is only as strong as their neighbor and that is the reason for creating the TCFA to ensure a solid financial and operational condition of the fire departments in Tuolumne County.

## [What is the Tuolumne County Fire Authority?](#)

The Tuolumne County Fire Authority was formed to allow the member fire departments to join as a separate legal entity with the ability to levy a uniform and specific fire tax on parcels within its boundaries. The Fire Authority does not have separate staff and is not a new government agency that provides services on its own. Each fire department member of the Fire Authority maintains its own normally operating fire department with full autonomy in making decisions and setting its own service

levels. The Fire Authority is most simply a legal means to seek voter approval to levy a separate special fire tax that secures funding only to be spent on fire services.

The Fire Authority is governed by a Board of Directors made up of one appointee and one alternate from each member fire department. As a voter, you elect the Board members who govern your local fire department, and who also sit on the Board of the Fire Authority. The Fire Authority Board meetings are open to the public and the Authority must file annual reports on the amount of fire special tax levied, collected and spent. More information on the Tuolumne County Fire Authority is available [here](#).

### [If approved, How Much Will Measure V Cost Me and How is it Collected?](#)

An annual special tax in the amount of up to a maximum of \$75 will be levied by the Tuolumne County Tax Collector on every unimproved residential and commercial parcel, and a maximum of \$150 for every improved residential and commercial parcel within the [boundaries](#) of the Fire Authority. **Example 1:** if you own a property with a house or commercial business on it, the fire tax will be \$150 per year.

**Example 2:** If you own a property with a house or commercial business and also own the adjacent, vacant parcel; your tax will be \$150 (improved parcel) + \$75 (unimproved parcel). When you build a residence or commercial business on your vacant parcel, the next tax year after you are done building the fire tax will increase from the **Unimproved** rate of \$75 to the **Improved** rate of \$150 per year. The fire special tax will increase by 2% each year so that the specific fire funding will keep up with the cost of providing the service for the long term. The Fire Authority Board is not required to levy the tax at its maximum rate approved by the voters as detailed above, and can levy at a lower level but can never levy the fire tax at a higher rate than approved.

### [What will Measure V Pay For?](#)

Measure V will establish a consistent, predictable source of funding that will be provided to and used by local fire departments only, for the purpose of protecting lives and property from fire, to replace aging fire engines, firefighter safety and emergency response equipment such as “Jaws-of-Life”, reduce wildfire risks and improve emergency response capabilities. The individual fire departments then make their own decisions locally, in their normally budget process, about how the fire special tax money will be spent on their fire department operations and equipment.

### [Will Measure V Reduce Response Times?](#)

Yes, funding from Measure V will be spent to increase available personnel and equipment in needed locations with the intent of increasing effectiveness and reducing response times. Measure V will provide for:

- Replacement fire engines and emergency response equipment to make them more functional, safe and reliable
- Additional fire stations and/or additional engines and firefighters at existing stations to provide for more rapid and reliable mutual aid coverage
- Matching funds for available grants for increased staffing, fire and emergency preparedness and response to allow fire personnel to more quickly and effectively control evolving incidents

- Funding for planning and grant match funds for implementing fire safety and wildfire reduction activities such as fire fuel breaks, evacuation and safe area planning, developing alternate evacuation routes, etc

### Can Measure V Money be Diverted Away from Fire Services?

No, Measure V money is levied by the Fire Authority specifically and only to fund expenses of the member fire departments related to providing fire and emergency response services within their response areas, which extend throughout the county. This money belongs to the Fire Authority member departments as soon as it is received by the County Tax Collector, and is paid to the departments throughout the year on an established schedule. Since this is a “Special Tax” approved by the voters for a specific purpose, the federal government, state or county have no legal access to these fire tax funds other than to receive the per-parcel allocation of the tax for the County Fire Department as discussed above.

### Will Tax Money Generated in Our Community go to Fund Our Fire Department?

Yes, each fire department will automatically receive the amount of fire tax generated within their specific boundaries. For Example, as shown in the tax allocation table above, the City of Sonora contains 2261 improved and unimproved parcels, which is estimated to generate \$313,425 in fire special tax annually for, and specifically paid to the City Fire Department. Groveland Community Services District/Groveland Fire Department contains 4087 developed and undeveloped parcels, estimated to generate \$552,525 annually to fund the Groveland Fire Department services. As previously stated, fire special tax money generated in one department/District area cannot be allocated by the Fire Authority or County Tax Collector to another department or to the county.

### Where Can I Find More Information on Measure V?

More information on the Tuolumne County Fire Authority and Measure V can be found on the Authority website: <https://www.gcsd.org/tuolumne-county-fire-authority> . Also please watch for notification of virtual and in-person meetings where information on the Measure can be shared and public opinions heard. This document will be updated on a regular basis as needed to address questions raised by persons wishing to educate themselves on Measure V.

### What Accountability Measures Are In Place For Measure V?

All meetings and decisions of the Tuolumne County Fire Authority and its member Departments and Districts are open to the public, and all records, budgets, expenditures and actions of each is a public record available to the public. An annual fire special tax report is required to be prepared and filed with each fire department, and made readily available to the public. The financial accounting of each fire department entity receiving the fire special tax must be in compliance with specific, legally required accounting principles with regular financial audits conducted by independent accounting firms.

### If this Measure Passes, When Will It Go Into Effect And How Long Will It Be In Place?

Measure V will go into effect July 1, 2021 and be levied beginning on the 2021/22 tax rolls. The tax will remain in effect until no longer needed to fund fire and emergency response services in the county, or until repealed by the registered voters in the county.

### What happens if my area approves this measure but others don't?

To pass, the measure MUST receive a two-thirds Yes vote amongst all ballots received from registered voters in the TCFA's fire districts. If a two-thirds majority is not achieved, the measure fails and the tax cannot be implemented.

### What will happen if Measure V doesn't pass?

The answer will be different for each of the fire department members of the TCFA. For the Groveland Fire Department, this means that expenses will continue to exceed property tax revenue; funding will not be available to replace fire engines, with an average age of 23 years or expensive emergency response equipment. As detailed in the [Groveland Fire Master Plan](#)<sup>1</sup> completed in 2020 by Citygate Consulting, if additional revenue is not received by GCSD for fire services, GCSD will not have adequate funds within the next few years to continue the current level of station staffing, with an option to consider discontinuing fire services altogether.

### Why aren't the entities doing separate measures?

The fire departments in the county are all struggling financially and rely on each other for mutual aid backup. The fire chiefs chose to work together through the formation of the TCFA so that all departments remain viable. The process for placing a measure on the ballot is costly and complicated and the chiefs have clearly stated that our fire services are only as strong as the weakest link; and they all need funding.

### If Measure V passes, will my fire department lose funding from other sources?

No, there will be no loss of funding. In fact, Measure V will open the door to additional grant funding by providing dollars for better planning and required grant matching funds.

### What is the purpose of the 2% annual increase on this tax?

The expense of operating a fire department increases every year, and if the measure did not provide for an increase in the tax to cover cost inflation, then funding may not be available to accomplish the purposes for which Measure V was proposed. Fire Department costs that increase annually include staffing, training and compliance with state mandates, equipment, fuel, insurance and vehicle/facility maintenance.

### Why aren't Twain Harte, Strawberry and MiWuk/Sugar Pine Districts participating?

Twain Harte, Strawberry, and MiWuk have all been proactive in securing dedicated funding to help sustain their fire districts and improve services through similar tax measures.

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<sup>1</sup> See Fiscal Review Summary starting on page 90 of the master plan, Findings 24, 25 and 26 on page 91 and Recommendations 5 and 6 on page 91 and 92



# TUOLUMNE COUNTY TRANSPORTATION COUNCIL

## **Request for Proposal (RFP) for Professional Services to Prepare an Evacuation Routes and Emergency Communications Strategies for Tuolumne County Issued: April 1, 2021**

### **Notice**

The Tuolumne County Transportation Council (TCTC) is soliciting proposals to retain a firm for professional services specializing in planning for emergency evacuations and communications strategies during an emergency event, transportation strategies, community outreach and collaborative planning elements to create a flexible, living document that can be utilized by Tuolumne County and City of Sonora officials along with the Tuolumne County Office of Emergency Services staff to most effectively respond during local emergencies.

### **Background**

Tuolumne County is located centrally in the California Mother Lode area along the western slope of the Sierra Nevada mountain range. The County extends from the foothills to the Sierra crest and is bordered on the north by Calaveras County, on the South by Mariposa County, on the west by Stanislaus County and on the east by Alpine and Mono Counties. Tuolumne County is approximately 2,217 square miles and includes portions of the Stanislaus National Forest and Yosemite National Park. Approximately 78 percent of the land within the County is owned by government agencies. Sonora is the only incorporated city in the Tuolumne County Region and is also the County Seat.

The Department of Finance population estimate for Tuolumne County is 54,039 for 2020. The population projection for Tuolumne County is approximately 63,000 by the year 2040.

Many parts of Tuolumne County fall within the high fire and extremely high fire danger metrics established by CalFire and insurance companies. A large and growing percentage of residents have either lost home insurance, struggle to find insurers willing to provide coverage or/and pay very high premiums for the insurance they do have. The California FAIR plan, California's home insurance marketplace of last resort is the only insurer willing to provide coverage for many residents.

Previous mega-fire events in the County include the 2013 Rim Fire which became the 3<sup>rd</sup> largest fire in the state (at the time, although it was quickly surpassed by subsequent events).

## Project Description

This project is an emergency evacuation study that focuses on multiple items including- identification of vulnerable populations most likely to struggle with an evacuation (for a myriad of reasons including physical limitations, age, lack of secondary access), identifying secondary egress opportunities for communities where none currently exists, evaluating the local and State roadway network(s) that must be used to deliver people from harms way (see Scope of Work for full list of project deliverables). There have been many hours invested in preparing emergency plans addressing various natural disaster threats. However, significantly less time has been encumbered in detailing how to keep existing roadways from getting congested and maximizing the volume of vehicles and goods that can be moved effectively. An illustration of the importance of this type of planning was seen in Paradise, the 2018 Camp Fire, ago as traffic was at a standstill with roadways overwhelmed by a mass exodus as the community hustled to distance itself from the approaching conflagration.

Tuolumne County is served by three State highways: 49,108, 120 that will be forced to bear the brunt of a similar situation in this region. Acknowledging the changing climate and a potential increase in the severity and frequency of these types of incidents serves as the impetus for this project.

Planning will coordinate with: The Safety and Natural Hazards Elements of the General Plan; TCTC Transportation Emergency Operations Plan (TEOP); Highway 108 Strategic Fire Plan; Cal Fire Strategic plan for Tuolumne/Calaveras units; Wildland Fire Plan; the existing Emergency Operations Plan and the Tuolumne County Sheriffs department.

Additionally, this project will need to consider policies and strategies for addressing new and future development projects in the County/City—commercial, residential and resort (tourism based) and the impact and considerations that should be discussed analyzed and vetted as part of land use permitting process.

*The final product is not desired in a rigid, this is the Plan style format, but rather a series of resources, tools, strategies and information that can assist decision makers and incident command in best utilizing options. This includes strategies for maximizing roadway capacity, public outreach and communication during an incident. The project team is open to proposals that deliver the identified scope of work in unique, helpful or time tested manners that are not explicitly called out in the RFP.*

## Overall Project Objectives

1. Identify high risk (housing) communities (one way in/out, poor road conditions, difficult topography (steep grades), isolated, large % vulnerable population)
2. Create strategies to assist in the evacuation/sheltering in place of these communities (Schools/Ballfields)
3. Identify State/local roadways likely to be overwhelmed in a natural disaster scenario
4. Create strategies to manage congestion and evacuation
5. Identify and prioritize capital improvements aimed at correcting circulation system choke points and needed secondary access



6. Deliver a User Manual style Operations Manual for use by Incident response teams
7. Identify alternative uses, such as active transportation for secondary access routes
8. Recommend public information material for residents and visitors to improve understanding of emergency evacuation public information outlets
9. Support a County-wide Tabletop or demonstration project

## Schedule

- |    |   |                |
|----|---|----------------|
| 1. | Request for Proposals released              | April 1, 2021  |
| 2. | Last day to submit written questions on RFP | April 9, 2021  |
| 3. | Responses to questions posted on website    | April 14, 2021 |
| 4. | <b>Deadline to submit Proposals</b>         | May 6, 2021    |
| 5. | Selection process concluded (tentative)     | May 2021       |
| 6. | Agreement(s) executed (tentative)           | June 9, 2021   |

## **Communications**

It is the TCTC's intent to provide the same information to all proposers and questions will not be answered individually by telephone. Any oral responses to questions are not binding on the TCTC. Prospective proposers may make written inquires by email concerning the RFP to obtain clarification of requirements. The TCTC will post all of the questions received, along with TCTC's written responses, to the TCTC website-- <http://tuolumnecountytransportationcouncil.org>. **It is the responsibility of the proposers to check the TCTC website to review the questions and responses.** Except for questions that might render the award of the Evacuation Routes and Communications Strategies Plan Agreement(s) invalid, the TCTC will not respond to any questions submitted after April 9,2021. Any communications related to this RFP should be directed to:

Tyler Summersett, Project Manager  
Tuolumne County Transportation Council  
Mailing: 2 South Green Street, Sonora, CA, 95370  
Physical: 975 Morning Star Dr, Ste A, Sonora, California 95370  
Email: [tsummersett@co.tuolumne.ca.us](mailto:tsummersett@co.tuolumne.ca.us)

## **Addenda**

Any changes to the Request for Proposal document(s) 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) to be included and submitted with their qualifications.

## **Contents of Proposals**

Each qualifications submittal shall concisely respond to this request for proposals as outlined in the project description. The submittal shall include, but not necessarily be limited to, the following:

1. Discussion of the consultant's qualifications for the Scope of Work included with the RFP, along with a discussion of the understanding of the project requirements and the firm's capability to provide the requested scope of services (expertise in providing an emergency response, transportation system analysis, public outreach, coordination of multiple stakeholders, communication strategies during high stress events and any other qualifications that uniquely qualify the project team to respond to the scope of work).
3. Project Management Plan.
4. List of Project Personnel and their duties and qualifications.
5. Past experience in similar work. List of projects similar in nature to the project, showing project cost control, quality control and ability to meet schedules.
6. List of past public and private sector clients.

## **Evaluation Criteria**

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

The Consultant Selection Committee shall identify the rank of submittals in a selection order based upon the following criteria:

## **Rating Items**

1. Firm's specialized experience, qualifications and technical competence as related to the services required. (10 points possible)
2. Project manager's specialized qualifications and technical experience as related to the services required. (20 points possible)
3. Firm's demonstration of a clear understanding of the services required as evidenced in their written and/or oral statements. (50 points possible)
5. Firm's present work load, availability of staff and list of major projects contracted to perform. (15 points possible)

6. Tuolumne County address of prime consultant and/or sub-consultants. (10 points possible)

### **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(s).

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

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

The TCTC hereby notifies all proposers that it will affirmatively ensure that in regard to any agreement(s) entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full opportunity to submit qualifications in response to this invitation, and that proposers will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability in consideration for award. In addition, the TCTC requires that any consultant hired by the TCTC to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability. The consultant(s) shall comply with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, as amended from time to time.

The TCTC retains the right to withdraw this Request for Qualifications at any time, without prior notice, to reject any or all qualifications submittals submitted, and/or to waive any irregularities or informalities in the qualification or in the qualification procedure.

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

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 executed contract amount. 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 Scope of Work, and shall be billed in accordance with the Rate Schedule included in Exhibit C. Progress payment requests and monthly progress reports shall be reviewed and approved by the TCTC Executive Director prior to processing payments. Progress payments will be limited to 90% of the budget for the tasks completed. The 10% retention will be released upon completion, presentation and approval of the final Project.

### **Agreement for Professional Consulting Services**

This Request for Proposals does not obligate the Tuolumne County Transportation Council to award an agreement for professional engineering and transportation planning consulting services, nor does it commit the TCTC to pay for any costs associated with the preparation and submittal of qualifications.

A draft copy of the Evacuation Routes and Communication Strategies Plan Services Agreement to be executed between the parties follows as Attachment A to this RFQ. It is imperative that the prospective consultants familiarize themselves with each of the provisions contained in the Agreement form prior to preparing and submitting their qualifications. **If substantive revisions to the Agreement will be proposed by the consultant if selected, these items/issues should be clearly specified in their proposal submitted.**

## **Insurance Requirements**

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

## **Proposal Submission & Deadline**

All proposals submitted and accompanying materials shall become the property of the Tuolumne County Transportation Council upon submittal. Submittals must be received and date stamped at the Tuolumne County Transportation Council office no later than **4:00 p.m. on Thursday, May 6, 2021**. Five (5) copies of each proposal and electronic copy of the proposal should be sealed in an envelope which is clearly marked "To Provide Evacuation Routes and Communication Strategies Plan to the Tuolumne County Transportation Council" and delivered to:

Tuolumne County Transportation Council  
Tyler Summersett – Project Manager  
2 South Green Street  
Sonora, CA 95370

The consultant's name and return address must also appear on the envelope. Submittals may also be hand delivered to the TCTC office, 975 Morning Star Dr. Ste. A, Sonora, California 95370.

Proposals submitted will be received only at the address shown above and must be received by the time indicated. It is the sole responsibility of the consultant to send or deliver its qualifications submittal so that it is received by the time and date required, regardless of postmark. Any qualifications submittal received after said time and/or date or at a place other than the stated address, cannot be considered and will not be accepted. No e-mailed or facsimile qualifications submittals will be considered. The TCTC time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of qualifications submittals.

## **Scope of Work**

### **1. Project Kickoff meeting with Consultant (and Project Development Team)**

**Task 1.1:** Discuss consultant proposal to complete grant funded project. Review project timeline, stakeholder participation, public participation plan, deliverable schedule and existing plans and coordination efforts.

- Stakeholders come prepared to share previous planning efforts related to current project/existing planning documents/upcoming projects and activities related to grant study
- Identify any missing Stakeholders

- Discuss previous activations of Emergency Operations Center (EOC); traffic management issues/roadway capacity concerns; Vulnerable populations definitions;

**Responsible Party: TCTC/Stakeholders/Consultant**

Task #	Deliverable
1.1	Agenda; list of related planning efforts; new Stakeholders to invite

**2. Identification of high risk housing subdivisions, commercial centers, community facilities**

**Task 2.1:** Provide maps and other visual collateral identifying County subdivisions and resources likely to be threatened by natural disasters. Work with Fire, Law Enforcement and other stakeholders to determine and prioritize high-risk housing subdivisions and other community facilities.

This task will also consider future land use development. Tuolumne County is a tourist community and new development whether it be residential, commercial or resort (hotel/motel + supporting amenities) will also be an important component of planning for evacuation. As Tuolumne County considers new development that is in the wildland interface it will become increasing important to plan for resilience.

**Responsible Party: Consultant**

Task #	Deliverable
2.1	GIS data, maps, graphics and planning collateral to support high risk resources

**3. Identification of roadway network, deficiencies and strategies for increasing capacity/efficiency/effectiveness, access**

**Task 3.1:** Provide maps and other visual collateral identifying Countywide roadway network

- Identify secondary access issues for Tuolumne County Subdivisions
- Propose specific improvements for secondary access routes (already identified), along with funding sources and project lead agency
- Identify roadway networks likely to fail due to congestion in an evacuation scenario
- Propose strategies to mitigate impacts of limited roadway network and increase ability to effectively move people out of an impacted area
- Identify and prioritize circulation system improvements to alleviate potential chokepoints

**Responsible Party: Consultant**

**Task 3.2: Secondary Access as opportunity for Active Transportation analysis**

This task is intended to identify existing trails that may also be used as an evacuation route, such as the Sugar Pine Trail. Analysis should try and identify active transportation opportunities for evacuation routes when not being used for this purpose. Additionally, opportunities to connect communities via evacuation routes that also serve as active transportation resources are desired.

This is also true community protection measures such as fire breaks. Identifying added value such as year round uses, that can also operate for a secondary purpose during evacuation are a priority.

**Responsible Party: Consultant**

Task #	Deliverable
3.1	GIS data, maps, graphics and planning collateral to support Roadway network analysis
3.2	Active Transportation + secondary access analysis document

**4. Identify Vulnerable populations likely to struggle in evacuation**

**Task 4.1:** Provide maps and other visual collateral identifying County populations likely to be threatened by natural disasters; includes populations that will have the most difficult time with self-evacuation. Propose strategies to coordinate evacuation of transportation disadvantaged populations.

**Responsible Party: Consultant**

Task #	Deliverable
4.1	GIS Data, maps, graphic and planning collateral supporting vulnerable populations analysis

**5. Identification of Shelter-in-place locations throughout the County**

**Task 5.1:** Provide maps and other visual collateral identifying shelter-in-place locations throughout the County (for situations when evacuation is not feasible)

**Responsible Party: Consultant**

Task #	Deliverable
5.1	GIS data, maps, graphics and planning collateral supporting shelter in place analysis

**6. Public Participation/Outreach Plan (POP/PPP)**

**Task 6.1:** Design a dynamic public outreach plan intended to generate input from a diverse audience of local citizens

- Work collectively with project stakeholders, consultant to create a comprehensive outreach strategy and forums that encourage public participation, input and continued engagement
- Propose outreach strategies that include: meetings in multiple Tuolumne County communities and the City of Sonora; meeting on different days and times (including possible weekend meetings), include outreach in Spanish; targeted outreach to vulnerable populations, Tribal bodies/populations; be conscientious of those that are transit dependent or have mobility issues that could limit participation; offer virtual public meetings
- Utilize Stakeholders that have a standing relationship with target populations to lead these outreach components, such as Public Health, Tuolumne County Transit, Social Service/Human Service agencies, Commission on Aging, Tribal partners; Fire districts, Destination Marketing Org (VTC), etc
- POP/PPP will be a living outreach document that will continue to be updated throughout the project. It will also set the standard for outreach process, setting meetings, etc
- Create a website to support the project and link agencies websites to it so folks can find the project site through various stakeholder websites.
- Utilize Social Media to effectively advertise community input opportunities and raise awareness about the project
- Create a commercial or other video content to support the project, raise awareness, or to serve as collateral that promotes project goals, objectives or deliverables
- Involve Columbia College (if possible). They have a robust fire-fighting program and may have ideas on an impactful partnership.

**Responsible Party: TCTC, Stakeholders/Consultant**

**Task 6.2: Follow up communication strategy**

- After engaging the public, regular project communications/updates continue to go out for the duration of the project. Establish project website. Include updates that can be sent out using Social Media

**Responsible Party: Consultant/TCTC**

**Task 6.3: Public Workshop/Presentations**

- Create inter-active public workshop and outreach materials, collateral and supporting items for effective and engaging the public. These are the meetings and meeting material themselves, as opposed to the Public Outreach Planning documents. Make opportunities available for input to come in multiple ways and in a manner that is convenient for participants. Be mindful of limitations that some individuals may have to attend public outreach activities, including—lack of internet, limited or no automobiles, English as a second language, reluctance to speak in front of groups and other factors that may influence participation from the public.

Task #	Deliverable
6.1	Public Outreach Plan—identifying comprehensive objectives/strategies for project
6.2	Project update progress reports/website maintenance/ document distribution/video content/social media posts/ survey materials/ etc
6.3	Public Workshops/presentations/outreach collateral

**7. Communication Deployment Plan**

**Task 7.1:** Design a dynamic communication plan to be implemented in support of evacuation efforts

- Physical signs to be placed along roadways
- Tune radio to specific station broad-casting directions from Incident command
- Implementation of one-way streets
- List Best Management Practices here (effective examples from other areas- State, National, International areas)
- Unique solutions for Tuolumne County
- Other strategies born out of project

**Responsible Party: Consultant**

Task #	Deliverable
7.1	Communication Deployment Plan complete with strategies for multiple response strategies

**8. Draft Plan & Final Plan**

**Task 8.1:** Release Draft document for Administrative review

- Work closely with project stakeholders to address all comments and suggestions for document improvement

**Responsible Party: TCTC/Stakeholders/Consultant**

**Task 8.2:** Release Draft document for public review. A series of public meetings in geographically diverse communities of Tuolumne County. Pay particular attention to setting meetings and doing outreach that target disadvantaged communities. This may mean a series of meetings, offered at different times, days, formats. Preparing information in Spanish may be a project need.

**Task 8.3:** Presentation(s) of Final Draft to TCTC, TC BOS and Sonora City Council for final Adoption

**Responsible Party: TCTC/TC/Sonora/Consultant**

Task #	Deliverable
8.1	Administrative Draft + revisions
8.2	Public Draft + revisions
8.3	Final Draft- Adoption (Consultant to give final presentation to TCTC/TC/Sonora)

## 9. Tabletop scenario-- Practice Evacuation Plan (training scenario)

**Task 9.1:** Design a tabletop exercise intended to replicate a likely threat that will necessitate activation of strategies outlined in the new plan. This will allow Stakeholders to meaningfully engage the plan by practicing the tactics and approaches therein

**Responsible Party: Consultant/Project Development Team**

Task #	Deliverable
9.1	Tabletop exercise of practical application of strategies presented in Plan



**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 to RFP**  
**Draft Agreement for Professional Services**  
***For an Evacuation Routes and Communication Strategies Plan***

This Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Tuolumne County Transportation Council (“TCTC”), a California joint powers authority and \_\_\_\_\_, a California based company or a (identify state) based company or corporation licensed to do business in the State of California (“Consultant”).

**1. Agreement Documents**

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

- A. Request for Proposal, issued April 1 2021, including Exhibits and Addenda, if any.
- B. Consultant’s Proposal inclusive of Cost, as accepted by the TCTC, attached hereto as Exhibit B.

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 TCTC desires professional engineering, travel demand modeling, and transportation planning consulting services for various projects managed by the TCTC (such services are hereinafter referred to as the “Project”) and,
- 2.02** The TCTC has determined the Project involves the performance of specialized professional and technical services; and,
- 2.03** Consultant has responded to the TCTC’s Request for Proposal soliciting professional engineering and transportation planning consulting services; and,
- 2.04** Consultant hereby represents that it is in the business of, and fully qualified in the field of professional engineering and transportation planning consulting services, 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. TCTC awarded this Agreement in reliance on such

representations, and on Consultant's particular skills, experience and abilities as represented by Consultant in their Statement of Qualifications; and,

- 2.05** TCTC and Consultant intend to enter into an agreement for the furnishing of certain articles and services for the consideration hereinafter set forth.

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

- 3. Project Description:** This is a non-exclusive Master Agreement setting forth the terms under which Consultant will provide engineering and transportation planning consulting services. Specific project descriptions will be contained in Work Orders prepared pursuant to Section 3.01.
- 3.01** The scope of work will be set forth in Work Orders that will be approved by the parties from time to time. Work Orders must be approved in writing by the Executive Director of the TCTC and an authorized representative of Consultant.
- 4. Effective Date/Term:** This Agreement shall be effective from the date of execution and shall expire three (3) years after the date of execution or the completion of the scope of work issued pursuant to Section 3.01 of this Agreement, whichever is later, unless this Agreement is extended by a written amendment pursuant to Section 4.01.
- 4.01** TCTC or the Consultant at any time during the third year of this Agreement may request in writing an extension of the Agreement term for additional periods of up to two years. Upon receiving such a request, and provided the Consultant is not in default, the TCTC will consider extending the Agreement term for the additional years.
- 5. Commencement/Completion of Work:** The Consultant agrees to commence work upon execution of this Agreement and receipt of a written notice to proceed from the TCTC Executive Director and perform and complete the project in compliance with the Scope of Work and Project Schedule in Exhibit B.
- 6. Suspension, Delay or Interruption of Work:** The TCTC may suspend, delay or interrupt the services of the Consultant for the convenience of the TCTC. In the event of force majeure or such suspension, delay or interruption, an equitable adjustment in the Project's schedule, commitment and cost of Consultant's personnel and subcontractor, and Consultant's compensation will be made.
- 7. Additional Services:** For additional services not outlined in Section 3 above, a separate scope of work describing the scope, schedule, fee and work products will be negotiated by the TCTC and the Consultant and approved as written work orders under this Agreement prior to any additional work effort being commenced upon.
- 8. Professional Standards:** Consultant warrants and guarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in

the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractor are engaged.

- 9. Performance:** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Consultant's obligations under this Agreement. Performance of services shall comply with the schedule set forth in the Work Orders. A time extension may be granted in the event that acts or omissions by the TCTC cause delay. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- 10. Work Standard:** The TCTC has relied upon the professional training and ability of the Consultant to perform the services hereunder as a material inducement to enter into this Agreement. The Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by the Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in the Consultant's field of expertise. The Consultant shall be responsible for ensuring any approved subcontractor adheres to this same work standard.
- 11. Personnel:** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall provide all staff necessary to completion of services under this Agreement. The Consultant's Project Team identified in their Statement of Qualifications shall be the Project Team for the duration of the Agreement unless TCTC agrees to accept replacement personnel. In the event that the TCTC, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement because of their incompetence, Consultant shall remove any such person(s) immediately upon receiving notice from the TCTC of the desire of the TCTC for the removal of such person(s).
- 12. Independent Contractor:** In providing the services as set forth in the Agreement Documents, Consultant shall act as an independent contractor and not as an employee of the TCTC. In accordance with that relationship, Consultant shall assume all responsibility for its employees for Federal and State income tax withholding, FICA, SDI and any other deductions from income that Consultant is properly required to make as an independent contractor.
- 13. Administration of Agreement:** Consultant's compliance with this Agreement shall be supervised and administered by the TCTC through the office of the Executive Director. This paragraph shall not relieve Consultant of any obligation or liability undertaken by virtue of 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 herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed

communicated within 72 hours from the time of depositing in the United States mail box if mailed as provided in this section.

**If to TCTC:**

Tuolumne County Transportation Council  
Darin Grossi, Executive Director  
2 South Green Street,  
Sonora, CA 95370  
[dgrossi@co.tuolumne.ca.us](mailto:dgrossi@co.tuolumne.ca.us)

**If to Consultant:**

*(Insert Name/Contact information)*

**15. Consents and Agreements:** Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with the books of this Agreement.

**16. Signature Authority**

**16.01** The Executive Director or his designee shall have authority on behalf of the TCTC to sign Agreement amendments and other documents related to this Agreement.

**16.02** Consultant certifies that the following person(s) have authority to sign Agreement amendments and other documents related to this Agreement on behalf of Consultant. Written certification of the signatory authority of the following persons shall be provided by the Consultant to the TCTC prior to execution of this Agreement.

\_\_\_\_\_ Name

\_\_\_\_\_ Title

**17. Insurance Requirements:** Consultant and/or any subcontractor shall provide a Certificate of Insurance as proof of a policy of insurance satisfactory to the TCTC evidencing that Consultant and/or subcontractor maintains insurance that meets the requirements included in Exhibit A, "Standard Insurance Requirements," of this Agreement.

**18. Workers Compensation**

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

**18.02** The TCTC shall not be responsible for providing Workers' Compensation insurance or any other protective insurance coverage for the Consultant that is based upon the relationship of employer and employee.

**19. Method of Payment:** The TCTC will pay the consultant (s) on a percent of task complete basis at the rates set forth in the agreement(s), subject to any limitations set forth in a specific Work Order. Progress payments will be made no more frequently than at monthly intervals. Payment will be made only on

submitted claims describing work completed prior to the close of the billing period and approved by the Executive Director. Progress payments will be limited to the budget for the task completed. Payment for work completed can be expected within 30 days of invoice receipt and verification of work performed. A ten percent retention on task payment will be withheld until project completion.

- 20. Reporting Requirements:** The Consultant will provide to the TCTC a monthly written progress report detailing status of the work schedule and outputs, the percentage of work completed by task and any other relevant factors to completion of all work in a timely manner. The Consultant will notify the TCTC of any potential or existing problem areas as soon as possible.
- 21. Maintenance of Records/Audit Rights:** Consultant shall maintain books, records, documents and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. Consultant shall also maintain for a period of at least three (3) years from the expiration date of this Agreement the financial information and data used by Consultant to determine charges and costs related to work performed under this Agreement. The TCTC, and any Federal or State authorized representatives, shall have the right to inspect and audit Consultant's accounting books, records and documents during normal business hours. Such records shall be turned over to the TCTC upon request.
- 22. Work Product Property of the TCTC:** All plans, specifications, reports, computer files and other work products prepared by Consultant pursuant to this Agreement shall become the property of the TCTC. The TCTC's use of documents produced under this Agreement and/or supporting information or calculations other than as intended hereunder shall be at the TCTC's sole risk.
- 23. Release of Documents and Information:** Services provided within the scope of this Agreement are for the exclusive use of the TCTC. The TCTC and Consultant agree that all data, plans, specifications, reports, computer files and other work products will not be released to third parties by Consultant without the prior written consent of the TCTC.
- 24. Covenant Against Contingent Fees:** The Consultant warrants that he/she 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 Statement of Qualifications (as accepted by TCTC), to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, a fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon, resulting from the award or making this Agreement. For breach or violation of this warranty, the TCTC shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 25. Covenant Against Gratuities:** Consultant covenants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any member, officer or employee of the TCTC with a view toward securing favorable treatment in the award, modification or performance evaluation of this Agreement. For

breach or violation of this covenant the TCTC shall have the right to cancel this Agreement without any liability to Consultant.

**26. Restrictions on Lobbying:** Consultant shall not pay any person or organization to influence or attempt to influence an officer or employee of any federal, state or county agency in connection with awarding this Agreement or any other Federal award from which funding for this Project is originally derived, consistent with 31 U.S.C. section 1352.

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

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

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

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

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

**31. Debarment and Suspension Certification:** Consultant agrees to refrain from entering into any sub-agreement to this Agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal Procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR

Part 29. The List also includes the names of parties debarred, suspended or otherwise excluded by agencies, and Consultants declared ineligible for Agreement award under statutory or regulatory authority other than Executive Order Nos. 12549 and 1268. Consultant shall provide the TCTC debarment and suspension certification containing information about the debarment and suspension status and other specific information of Consultant and its “principals”, as defined in 49 CFR 29, prior to entering into any sub-agreement to this Agreement.

Consultant agrees to refrain from awarding any third party sub-contract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain similar certification from any third party subcontractor (at any tier) seeking a contract exceeding \$100,000.

**32. Civil Rights Requirements:** During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (collectively, “Consultant”) agree as follows:

- A. Compliance with Regulations:** The Consultant shall comply with regulations relative to Title VI (nondiscrimination in Federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act) (“Title VI” or “Regulations”). Title VI provides that the recipients of Federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or subjected to discrimination under any program or activity by the recipients of Federal assistance or their assignees and successors in interest.
- B. Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement term shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age or disability in the selection and retention of subcontractors, including procurement 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 U.S. DOT’s regulations, including employment practices when the Agreement covers a program whose goal is employment.
- 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 subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin. Consultant shall provide the TCTC documentation of such notifications.
- D. Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined the TCTC, State or Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations or



directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the TCTC, State or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

- 1) Withholding of payments due to the Consultant under this Agreement until the Consultant complies, and/or
- 2) Cancellation, termination or suspension of this Agreement, in whole or in part.

**F. Incorporation of Provisions:** The Consultant shall include the provisions of these paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontractor or procurement as the TCTC, State or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the TCTC and/or State to enter into such litigation to protect the interest of the TCTC and/or State, and, in addition, the 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, Contractor does hereby assume liability for, and agrees to defend, indemnify, protect, save and keep harmless the TCTC and its elected and appointed officials, officers, employees, agents and volunteers and its successors and assigns (collectively, TCTC) from and against any and all liabilities, obligations damages, penalties, fines, actions, and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed, asserted against, incurred or suffered by the TCTC by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of:

- A. Any negligent or intentional act or action, or any neglect, omission or failure to act when under a duty to act on the part of Consultant or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder, except to the extent caused by the negligence or willful wrongful act of the TCTC; and,
- B. any claim of patent or copyright infringement or publication of defamatory material, including the TCTC's failure to request removal of such material in connection with the services performed and/or work products provided under this Agreement by Consultant or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier; and,
- C. a release by Consultant of any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any Federal, State or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future, but only to the extent that such release is not proximately contributed to or caused by the TCTC.

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.

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

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

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

**38. Termination of Agreement**

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

- A. Voluntary or involuntary transfer or assignment by either party hereto without the prior written consent of the other party of any of the rights, titles or obligations set forth in this Agreement;
- B. Mutual agreement of the parties hereto to terminate this Agreement;
- C. Any default or breach of this Agreement by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary if the default cannot be reasonably cured within such thirty (30) day period;
- D. Written notice is delivered by either party to the other party ninety (90) days prior to the effective date of termination;
- E. The TCTC may terminate this Agreement for convenience upon thirty (5) calendar days' written notice to Consultant.

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

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

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

- A. Immediately terminate the Agreement with Consultant;
- B. Complete the unfinished work under any Work Orders with a different consultant;
- C. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to any Work Orders and the amount that would otherwise be due Consultant, had Consultant completed the work; and/or

D. Allow the Consultant five (5) business days to diligently complete the correction.

- 40. Waiver:** A waiver by the TCTC of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of the TCTC to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- 41. Disputes:** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. The prevailing party shall be entitled to its 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 TCTC and the Consultant and their successors. Except as otherwise provided herein, neither the TCTC nor the Consultant shall assign, sublet or transfer its respective interest in this Agreement or any part thereof without the prior written consent of the other.
- 46. Succession:** This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.
- 47. Third Party Beneficiary:** Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.
- 48. Ambiguities:** The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have had the opportunity to engage counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.
- 49. Integration:** The Agreement Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

- 50. Relationship Between the Parties:** Nothing in these Agreement Documents is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture or agency relationship between the TCTC and Consultant.
- 51. Modification:** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.
- 52. Headings and Subtitles:** Headings and subtitles to the Sections of this Agreement have been used for convenience only and do not constitute matter to be considered as interpreting this Agreement.
- 53. Sole and Only Agreement:** This instrument contains the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each party to the other as of this date. Any prior agreements, policies, negotiations and/or representations are expressly set forth in this Agreement.
- 54. Acceptance of Agreement:** The undersigned, having read the foregoing, accept and agree to the terms set forth therein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the administrators for the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto.

**Tuolumne County Transportation Council**

Professional Engineering & Transportation Planning Consulting Services

*In witness hereof*, the parties have caused their authorized representatives to execute this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

*For the Consultant:*

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Title

*For the TCTC:*

**Tuolumne County Transportation Council**

**Approval Recommended:**

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

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

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

**Approved as to Legal Form:  
TCTC Legal Counsel**

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

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

**Exhibit A**  
**Standard Insurance Requirements**

Consultant at its own expense, shall procure, and maintain for the duration of the Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than an A:VII.

- A. Workers' Compensation Coverage - Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- B. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
- C. Automobile Liability Coverage - Automobile liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage, and including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Coverage - Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of two million dollars (\$2,000,000).
- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
  - 1) The TCTC, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("TCTC additional insureds").
  - 2) This policy shall be considered, and include a provision it is, primary as respects the TCTC additional insureds, and shall not include any special limitations to coverage provided to the TCTC additional insureds. Any insurance maintained by the TCTC, including any self-insured retention the TCTC may have; shall be considered excess insurance only and shall not contribute with it.

- 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - 4) The insurer waives all rights of subrogation against the TCTC additional insureds.
  - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTC additional insureds.
  - 6) The insurance policy and endorsements shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' written notice has been given to the Executive Director by registered mail, return receipt requested, at 2 South Green Street, Sonora, CA, 95370.
- F. Self-Insured Retentions: Any self-insured retentions must be declared to and approved by the Executive Director. At the TCTC's option, Consultant shall demonstrate financial capability for payment of such self-insured retentions.
- G. Evidence of Insurance: Consultant shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Executive Director. Required evidence of insurance shall be filed with the Executive Director 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 Executive Director, a new policy or endorsement shall be promptly obtained and evidence submitted to the Executive Director 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.