

**AGREEMENT BETWEEN  
THE TEHAMA COUNTY TRANSPORTATION COMMISSION  
AND CONSOR NORTH AMERICA, INC. FOR GRANT WRITING SERVICES**

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1. **RESPONSIBILITIES OF CONSULTANT**

During the term of this agreement, the Tehama County Regional Transportation Planning Agency (TCTC) shall compensate Consor (Consultant) to provide professional grant writing and application development consulting services in support of the preparation and submittal of a competitive application for the FY 2026 United States Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Grant Program. The specific tasks, deliverables, schedule, and responsibilities associated with these services are more fully described in Exhibit B – Scope of Services, which is attached hereto and incorporated by reference as though fully set forth herein. All services shall be performed in accordance with the terms and conditions of this Agreement and applicable federal, state, and local requirements.

2. **RESPONSIBILITIES OF THE TCTC**

TCTC shall compensate CONSULTANT for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

CONSULTANT shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit C for performing the Scope of Services described in this Agreement. In addition, TCTC shall reimburse CONSULTANT for the actual and reasonable expenses for radio system design, purchase and implementation, travel, postage, and reasonable expenses incurred by CONSULTANT in the performance of the work hereunder. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for TCTC employees. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$40,000.00. CONSULTANT shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. CONSULTANT shall have no claim against TCTC for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided

by CONSULTANT after the expiration or other termination of this Agreement. CONSULTANT shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and CONSULTANT agrees that TCTC has no obligation, whatsoever, to compensate or reimburse CONSULTANT for any expenses, direct or indirect costs, expenditures, or charges of any nature by CONSULTANT that exceed the Maximum Compensation amount set forth above. Should CONSULTANT receive any such payment it shall immediately notify TCTC and shall immediately repay all such funds to TCTC. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, CONSULTANT shall submit to TCTC an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. TCTC shall make payment of all undisputed amounts within 30 days of receipt of CONSULTANT's invoice. TCTC shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate December 31, 2026 unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If CONSULTANT fails to perform his/her duties to the satisfaction of the TCTC, or if CONSULTANT fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if CONSULTANT violates any of the terms or provisions of this agreement, then the TCTC shall have the right to terminate this agreement effective immediately upon the TCTC giving written notice thereof to the CONSULTANT. Either party may terminate this agreement on 30 days' written notice. TCTC shall pay CONSULTANT for all work satisfactorily completed as of the date of notice. TCTC may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Commission fail to appropriate sufficient funds for this agreement in any fiscal year.

The TCTC's right to terminate this agreement may be exercised by the Executive Director or designee.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this agreement, CONSULTANT relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the TCTC.

9. **EMPLOYMENT STATUS**

CONSULTANT shall, during the entire term of this agreement, be construed to be an independent CONSULTANT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow TCTC to exercise discretion or control over the professional manner in which CONSULTANT performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of TCTC is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of CONSULTANT, if CONSULTANT were a TCTC employee. TCTC shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under

TCTC's Workers Compensation Insurance Plan nor shall CONSULTANT be eligible for any other TCTC benefit.

10. **INDEMNIFICATION**

CONSULTANT shall defend, hold harmless, and indemnify Tehama TCTC, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of TCTC), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of TCTC) being damaged, arising out of CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. CONSULTANT shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. CONSULTANT shall also defend and indemnify TCTC against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the TCTC with respect to CONSULTANT's "independent CONSULTANT" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

CONSULTANT shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For CONSULTANT," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

CONSULTANT certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with and to require its subconsultants to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, TCTC will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section

1773 at its principal office and will make this information available to any interested party upon request. CONSULTANT shall defend, indemnify and hold the TCTC, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the CONSULTANT or its subconsultants to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, CONSULTANT specifically acknowledges that TCTC has not affirmatively represented to CONSULTANT in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, CONSULTANT hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

CONSULTANT acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no CONSULTANT or subconsultant may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

CONSULTANT acknowledges that no CONSULTANT or subconsultant may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, CONSULTANT acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

CONSULTANT shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by CONSULTANT under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the TCTC immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama TCTC, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to TCTC: County of Tehama - Transportation  
1509 Schwab Street  
Red Bluff, CA 96080

If to CONSOR: Consor North America, Inc.  
350 Indiana St., Ste. 400  
Golden, CO 80401

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

CONSULTANT understands that this is not an exclusive agreement, and that TCTC shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by CONSULTANT, or to perform such services with TCTC's own forces, as TCTC desires.

20. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**IN WITNESS WHEREOF**, TCTC and CONSULTANT have executed this agreement on the day and year set forth below upon signature by the Executive Director.

**TEHAMA COUNTY TRANSPORTATION  
COMMISION**

Date: 1/28/26

  
\_\_\_\_\_  
Tom Provine, Interim Executive Director

**CONSOR NORTH AMERICA, INC.**

Date: 1/29/2026 | 6:56:27 PM EST

Signed by:  
  
\_\_\_\_\_  
8D605B844DB249F  
Executive Vice President

**COUNTY OF TEHAMA**

Date: 2/2/2026

\_\_\_\_\_  
Purchasing Agent

134817  
Vendor Number

0527-3033-53230  
Budget Account Number

Exhibit A

**INSURANCE REQUIREMENTS FOR CONSULTANT**

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by CONSULTANT, his/her agents, representatives, employees or subconsultants. At a minimum, CONSULTANT shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)  
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If CONSULTANT has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover CONSULTANT and CONSULTANT's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (CONSULTANT/Professional services standard agreement only)

If CONSULTANT is a state-licensed architect, engineer, CONSULTANT, counselor, attorney, accountant, medical provider, and/or other professional

licensed by the State of California to practice a profession, CONSULTANT shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If CONSULTANT maintains higher limits than the minimums shown above, TCTC shall be entitled to coverage for the higher limits maintained by CONSULTANT.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama TCTC, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “TCTC of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the TCTC. The deductible and/or self-insured retentions will not limit or apply to CONSULTANT’s liability to TCTC and will be the sole responsibility of CONSULTANT.

Primary Insurance Coverage

For any claims related to this project, CONSULTANT’s insurance coverage shall be primary insurance as respects the TCTC, its officers, officials, employees, and volunteers. Any insurance

or self-insurance maintained by the TCTC, its officers, officials, employees, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the TCTC."

Acceptability of Insurers

CONSULTANT's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the TCTC. The TCTC reserves the right to require rating verification. CONSULTANT shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

SUBCONSULTANTS

CONSULTANT shall require and verify that all SUBCONSULTANTS maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, CONSULTANT fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. TCTC, in its sole option, may terminate the contract and obtain damages from CONSULTANT resulting from breach. Alternatively, TCTC may purchase such required insurance coverage, and without further notice to CONSULTANT, TCTC may deduct from sums due to CONSULTANT any premium costs advanced by TCTC for such insurance.

Policy Obligations

CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

CONSULTANT shall furnish TCTC with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the

TCTC prior to TCTC signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The TCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

## **EXHIBIT B**

### **SCOPE OF SERVICES**

#### **Grant Writing and Application Development – FY 2026 BUILD Grant**

##### **1. PURPOSE**

The purpose of this Agreement is to retain consulting services to provide professional grant writing, application development, coordination, and technical support to assist the Tehama County Transportation Commission (TCTC) in the preparation and submittal of a competitive FY 2026 USDOT Better Utilizing Investments to Leverage Development (BUILD) grant application for an RTPA-sponsored transportation project.

The Consultant will lead preparation of the application materials in close coordination with TCTC staff and project partners. Final authority, approvals, certifications, and submission shall remain with TCTC.

##### **2. GENERAL RESPONSIBILITIES**

The Consultant shall:

- Serve as lead grant application developer for the FY 2026 BUILD cycle.
- Coordinate closely with TCTC staff, local partners, and technical contributors.
- Prepare all required narrative, budgetary, and analytical materials consistent with the FY 2026 BUILD Notice of Funding Opportunity (NOFO).
- Ensure application materials are complete, compliant, internally consistent, and competitive.
- Support final application assembly and electronic submission via the USDOT-designated platform.

##### **3. TASKS AND DELIVERABLES**

###### **Task 1 – Project Management and Coordination**

- Conduct project kickoff meeting with TCTC staff.
- Facilitate ongoing coordination meetings (as needed).
- Maintain schedule tracking aligned with the BUILD application deadline.
- Coordinate information requests and data inputs from agency staff and partners.
- Provide periodic status updates to TCTC.

**Deliverables:**

- Application development schedule
- Ongoing coordination support through submittal

**Task 2 – BUILD Grant Application Development**

The Consultant shall prepare all required application components, including but not limited to:

**a. Standard Forms and Administrative Content**

- SF-424 and related required federal forms (in coordination with TCTC/RTPA).
- Key Information Questions and required portal entries.

**b. Narrative Development**

- Comprehensive BUILD application narrative (up to 25 pages, as applicable).
- Merit Criteria narratives addressing all statutory evaluation categories.
- Project Readiness narrative, including schedule, risk, and capacity elements.
- Integration of prior planning, technical studies, and adopted plans.

**c. Benefit-Cost Analysis (BCA)**

- Preparation of BUILD-compliant Benefit-Cost Analysis narrative.
- Development or refinement of BCA calculations consistent with USDOT guidance.
- Coordination with TCTC/RTPA on assumptions, inputs, and documentation.

**d. Project Budget and Funding Strategy**

- Development of detailed project budget tables.
- Identification and documentation of federal, state, and local funding sources.
- Cost-share analysis consistent with rural eligibility and BUILD requirements.

**Deliverables:**

- Draft and final BUILD grant narratives
- Project location maps and fact sheets
- Benefit-Cost Analysis narrative and calculation files
- Project budget tables and funding documentation
- Draft application files formatted per BUILD NOFO requirements

### **Task 3 – Review, Refinement, and Submittal Support**

- Incorporate TCTC staff comments and revisions.
- Conduct quality control review for consistency and compliance.
- Finalize all application components for submission.
- Support electronic submission through the designated USDOT portal.
- Provide confirmation of successful submittal.

### **Deliverables:**

- Final BUILD application package
- Submission confirmation documentation

## **4. TCTC / RTPA RESPONSIBILITIES**

TCTC shall:

- Serve as the official applicant and grant recipient.
- Provide project background materials, prior studies, and adopted plans.
- Coordinate agency approvals, resolutions, and letters of support.
- Review and approve all draft and final application materials.
- Execute all certifications and submit the final application.

## **5. SCHEDULE**

Services shall commence upon execution of the Agreement and proceed on an expedited basis to support the FY 2026 BUILD application deadline of February 24, 2026. The Consultant shall prioritize adherence to this deadline.

## **6. COMPENSATION**

Compensation shall be time-and-materials, not-to-exceed Forty Thousand Dollars (\$40,000), inclusive of all labor, overhead, and direct expenses, unless amended in writing.

TASK DESCRIPTION	Conсор Rates				TOTAL HOURS	TOTAL FEE
	PIC/Quality Control	Project Manager	Engineering Designer 1	Transportation Planner I		
	\$190	\$150	\$115	\$110		
<b>TASK 1: MEETINGS, COORDINATION &amp; PROJECT MANAGEMENT</b>						
General Coordination	0	16	2	12	30	\$ 3,950
Weekly Coordination Meetings	0	8	6	6	20	\$ 2,550
<b>TASK 1 TOTALS (HOURS)</b>	<b>0</b>	<b>24</b>	<b>8</b>	<b>18</b>	<b>50</b>	<b>\$ 6,500</b>
<b>TASK 2: GRANT APPLICATION PREPARATION</b>						
Standard Forms	1	1	1	9	12	\$ 1,445
Narrative (25 pages maximum)	4	12	6	100	122	\$ 14,250
Key Information Questions	1	2	1	6	10	\$ 1,265
Benefit-Cost Analysis	1	12	8	24	45	\$ 5,550
Project Budget	1	6	4	8	19	\$ 2,430
<b>TASK 2 TOTALS (HOURS)</b>	<b>8</b>	<b>33</b>	<b>20</b>	<b>147</b>	<b>208</b>	<b>\$ 24,940</b>
<b>TASK 3: GRANT APPLICATION REVIEW AND SUBMITTAL</b>						
Tehama RTPA Comments and Final Submittal	2	10	6	24	42	\$ 5,210
<b>TASK 3 TOTALS (HOURS)</b>	<b>2</b>	<b>10</b>	<b>6</b>	<b>24</b>	<b>42</b>	<b>\$ 5,210</b>
<b>LABOR TOTALS</b>	<b>10</b>	<b>67</b>	<b>34</b>	<b>189</b>	<b>300</b>	<b>\$ 36,650</b>

**TOTAL FEE ESTIMATE \$36,650**

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**TOTAL FEE ESTIMATE \$36,650**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA LLC. 1900 LAWRENCE STREET, SUITE 1900 DENVER, CO 80202-5534	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
CN144764051--GAUWP-25-26      D26053    8CA.00	<b>INSURER A:</b> Continental Casualty Company		20443
<b>INSURED</b> Consor North America Inc. 6505 Waterford District Drive, Suite 470 Miami, FL 33126	<b>INSURER B:</b> N/A		N/A
	<b>INSURER C:</b> National Fire Insurance Company		20478
	<b>INSURER D:</b> Axis Surplus Insurance Company		26620
	<b>INSURER E:</b> N/A		N/A
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER:

SEA-004183215-02

REVISION NUMBER: 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		7095110478	12/31/2025	12/31/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7095132738	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		7095135476 (AOS)	12/31/2025	12/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C		N/A		7095140595 (CA)	12/31/2025	12/31/2026	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Prof & Environmental Liability			EBZ634816/01/2025 SIR: 500,000	12/31/2025	12/31/2026	Per Claim	2,000,000
							Aggregate	2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Grant Writing Services for FY 2026 United States Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Grant Program, Consor Project No. D260538CA.00

Tehama TCTC, its elected officials, officers, employees and volunteers are included as additional insured where required by written contract with respect to general and auto liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to general and auto liability. Professional & Environmental Liability deductible is \$25,000

**CERTIFICATE HOLDER**

Tehama County Transportation Commission  
 1509 Schwab Street  
 Red Bluff, CA 96080

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 of Marsh USA LLC

*Daneshia Flowers*

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA LLC.		<b>NAMED INSURED</b> Conzor North America Inc. 6505 Waterford District Drive, Suite 470 Miami, FL 33126	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

- Named Insureds:
- AIA Engineers LLC
  - American Consulting Engineers of Florida, LLC
  - American Consulting Professionals of Michigan, LLC
  - American Consulting Professionals, LLC
  - Apex Design LLC
  - Aqualyze, Inc.
  - Barney & Worth, Inc.
  - Charlotte Engineering and Surveying, LLC
  - Civic Engineering and Information Technologies, LLC
  - Conzor Canada, ULC
  - Conzor Engineers, Inc.
  - Conzor Engineers, LLC
  - Conzor Engineers, LLC DBA U.S. Underwater
  - Conzor Engineering and Land Surveying
  - Conzor Holdings, LLC (formerly known as Target Engineering Group Holdings, LLC)
  - Conzor Intermediate, LLC (formerly known as Target Engineering Group Intermediate, LLC)
  - Conzor North America, Inc. (Formerly Murraysmith, Inc.)
  - Conzor North America of Michigan, LLC
  - Conzor Parent, Inc.
  - Conzor PMCM, Inc. (formerly CPM Associates, Inc.)
  - Infrastructure Engineers, LLC
  - Infrastructure Investment Group, LLC
  - Johnson-Adams & Associates, LLC
  - Murfee Engineering Co., Inc
  - MurraySmith, Inc. dba Odell Engineering, LLC
  - Park Engineering, Inc.
  - Project Engineering Consultants, Inc.
  - Project Engineering Consultants, LLC
  - Quincy Engineering Incorporated
  - Structural Grace, LLC
  - Target Engineering Group, LLC
  - TKW Consulting Engineers LLC
  - US Underwater, LLC
  - Versa Infrastructure LLC

EXTENDED COVERAGE ENDORSEMENT - BA PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
  - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

**C. Fellow Employee**

Form No: SCA 23 500 D09 10 11  
Endorsement Effective Date:  
Endorsement No:  
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095132738  
Policy Effective Date: 12/31/2025  
Policy Page:





**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. In the performance of your ongoing operations subject to such **written contract**; or
  - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. The **written contract** requires you to provide the additional insured such coverage; and
    - 2. This **Coverage Part** provides such coverage; and
  - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the **written contract**; or
    - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. The **written contract** requires you to provide the additional insured such coverage; and
  - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
  - 1. The **bodily injury** or **property damage**; or
  - 2. The offense that caused the **personal and advertising injury**;  
for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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