

# ***MONO COUNTY DEPARTMENT OF PUBLIC WORKS***

## **REQUEST FOR QUALIFICATIONS**

**ENGINEERING AND TRAFFIC SURVEY SERVICES  
MONO COUNTY, CALIFORNIA**



**June 2011**

## I. INTRODUCTION

This Request for Qualifications (RFQ) is soliciting submittals from qualified engineering firms which are able to complete the work identified in Section II to provide engineering and traffic survey services for Mono County Department of Public Works (Public Works). The objective of Public Works is to prepare an Engineering and Traffic Survey to reestablish speed limits on various Mono County roads.

## II. PROJECT DESCRIPTIONS

Public Works anticipates that the retained consultant(s) will provide engineering and traffic survey services on several County roads including, but not limited to:

- **Twin Lakes Road (13.46 miles in length) located near Bridgeport, CA**
- **Topaz Lane (3.51 miles), Cunningham Lane (2.83 miles), Eastside Lane (6.76 miles) and Larson Lane (2.10 miles) located near Walker, Ca**
- **Benton Crossing Road (30.44 miles) located near Mammoth Lakes, CA**
- **Crowley Lake Drive (8.69 miles), Lower Rock Creek Road (9.36 miles) and South Landing Road (1.12 miles) located near Crowley Lake, CA**

It is anticipated that the consultant retained by Public Works pursuant to this RFQ will be asked to perform the following tasks and furnish work products for each:

1. Prepare a Traffic and Engineering Speed Survey for the County of Mono in accordance with the requirements the California Vehicle Code section 627 and the Manual for Uniform Traffic Control Devices. Public Works will provide available data, such as plans, drawings, as-builts, maps, traffic volume data, collision data and any other pertinent project related information.
2. Field Inspection: Conduct a field inspection of all roadway segments to be included in the study. Determine existing street geometrics and roadside conditions for justification of speed limits.
3. Accident Rate Analysis: Analyze the Statewide Integrated Traffic Records System (SWITRS) data for each roadway segment in the study (Mono County Sheriff will provide data). Mono Sheriff's Department contact information to be provided.
4. Speed Surveys: Speed Surveys shall be performed using calibrated hand-held radar guns or approved equal. The gun calibration certificates shall be included with the final report. All speed surveys conducted in this study shall meet all requirements in the California Vehicle Code (CVC), and the Department of Transportation's Traffic Manual.
  - a. A location should be selected where prevailing speeds are representative of the entire speed zone section. If speeds vary on a given route, more than one speed zone section may be required, with separate measurements for each section.
  - b. Speed measurements should be taken during off-peak hours on weekdays. The weather should be fair with no unusual conditions prevailing. The surveyor and equipment must not affect the traffic speeds. The meter should be placed to survey traffic in both directions, and it should not make an angle greater than 15 degrees with the roadway centerline.
  - c. In order for the sample to be representative of the actual traffic flow, the minimum sample should be 100 vehicles in each survey. In no case should the sample contain less than 50 vehicles.

- d. Short speed zones of less than 0.87 km should be avoided, except in transition areas. The speed limit normally should be established at the first five mile per hour increment below the 85<sup>th</sup> percentile of speed.
5. Establishing Speed Limits: When establishing speed limits, the consultant shall consider prevailing speeds, collision records, traffic, residential density, bicycle safety factors, and roadside conditions. The final speed survey shall account for factors such as adjacent land use, other factors not apparent to motorists, potential conflicts with pedestrians, bicyclists, and residential or business districts.
6. Mapping: Consultant shall provide Traffic Flow and Speed Survey Maps (scale to be determined)
7. Final Report: Consultant shall provide a bound Final Report summarizing all elements of the study. Based on all California legal requirements, the engineering and speed Survey Report shall be signed and certified by a registered civil or traffic engineer. Engineer shall supply these data processing documents in both electronic and hard copies; Raw Speed Data, Raw Vehicle Count data, and complete report draft and final along with the recommendations. All data provided shall comply with vehicle code section 627.
8. Meetings: Consultant shall attend three (3) meetings; Initial kick-off meeting with staff, Traffic Study Review (with staff when Study Report is substantially complete), and Board of Supervisors Meetings, held on 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Tuesdays of each month (to present Report to Board, assisted by staff) for Adoption of Reestablished County-Wide Speed Limits.

### III. SUBMITTAL REQUIREMENTS

**A. Submittal:** Qualified civil engineering firms are invited to submit Statements of Qualifications (SOQ) on these projects. Submittals shall be thorough and concise. The SOQ should address the elements specified herein and be presented in the following format:

1. Introduction: Introduce your firm and include a statement of your interest in and understanding of the work. Provide the firm mailing address, telephone number, and the name of an individual to contact if further information is desired.
2. Project Team: The qualifications of the firm and of each of the key individuals who will be working on the project must be provided. Include a history of the firm, letters of recommendation, and a list of similar projects completed by all members of the Project Team.
3. Work Plan: The work plan should be consistent with and incorporate project components identified in this RFQ. It should include the following elements:
  - a. Description of the technical approach and methodology to be used to provide the required services.
  - b. Identification of any supplemental tasks deemed necessary and recommendations of any alternatives that may enhance the project, reduce costs or speed delivery.
  - c. Proposed project schedule, including major tasks and target completion dates.
  - d. Current workload and availability of the project team to complete the work in the desired time frame.
  - e. Any other information that is considered pertinent.

4. **Schedule:** A brief statement regarding the consultant's current workload and whether it has the resources to respond to the project schedule presented in Exhibit 2.
5. **Fee Schedule:** Provide a schedule of fees including hourly labor rates, equipment rental, and any other applicable fees. Please note that final consultant fees will be determined through negotiations with the selected firm.
6. **References:** The submittal should include a minimum of three references for which the consultant has previously performed similar work, including company name, reference name, title, address, phone number, email address and a short description of the associated work performed.
7. **Conflict of Interest:** The prospective consultant shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the selection process of this project.

**B. Signature:** A letter accompanying the SOQ shall provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company.

**C. Small and Minority Firms:** Consistent with Government Code Section 4526, Public Works seeks to include small business firms whenever possible. Small business firms are encouraged to submit an SOQ directly or as a subconsultant.

#### IV. CONSULTANT SELECTION

**A. Submittal Review:** Each submittal will be reviewed to determine if it meets the requirements contained in Section III., "Submittal Requirements" as well as the following criteria:

1. **Organization:** Does the firm offer the quality of services required for the types of projects listed in the Scope of Work? Does the firm's organizational structure show sufficient depth for its present workload? How would projects described in this RFP fit into the schedule? **20 points**
2. **Staff:** Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications? **20 points**
3. **Experience:** Has the firm demonstrated the ability to successfully provide services for projects of similar complexity and nature as described herein? **20 points**
4. **Specific Management Approach:** Has the firm described its ability to achieve budget and project delivery goals for projects of a similar complexity and nature as described in the Scope of Work? How will the firm apply its management techniques and resources? **20 points**
5. **Reputation:** Are the firm's references from past clients and associates favorable? Does the firm show financial and operational stability? **10 points**
6. **Familiarity with Locality:** Is the firm familiar with the County on Mono? Will the location of the firm's offices facilitate face-to-face meetings with County Staff? **10 points**

The evaluation committee will evaluate the SOQs and select the two most qualified firms. Then the evaluation committee will evaluate the fee schedules of the two most qualified firms and select the successful firm. The proposed contract will then be negotiated between Public Works and the successful firm.

If agreement is reached, a contract with the successful firm will be recommended for award by the Mono County Board of Supervisors, or their designee. If there are unresolved issues and negotiations are unsuccessful, negotiations with the first-ranked firm will be formally terminated and negotiations will be entered into with the next, most-qualified consultant. The prospective consultant is advised that should this RFQ result in recommendation for award of contract, the contract will not be in force until it is approved and fully-executed by the County.

**B. Start Date:** It is the intent of Mono County to have the selected consulting firm begin work on this project on or about July 25, 2011. Payment under any contract resulting from this RFQ will be consistent with the contract agreement, a sample copy of which is attached as Exhibit 3. Any contract awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, sex, sexual orientation, or national origin.

**C. Performance of Work:** The Consultant work will be accomplished over the next two years. Interested consultants should note that reimbursement will be made on a time-and-materials basis.

## V. GENERAL INFORMATION

**A. Submittal:** To be considered, the consultant's Statement of Qualifications must be submitted to Mono County Department of Public Works by **4:00 pm on Wednesday, June 29, 2011**. Submittals made by e-mail will be accepted, provided the signed, original hard-copy is received before Wednesday July 6, 2011. Due to its remote location, overnight delivery to Bridgeport by USPS, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Submittals shall be addressed as follows:

Jeff Walters, Interim Public Works Director  
Mono County Department of Public Works  
Post Office Box 457  
74 North School Street  
Bridgeport, CA 93517  
jwalters@mono.ca.gov

**B. Agreement:** This RFQ includes a draft standard County agreement, a final copy of which the successful firm will be required to execute.

**C. Late Submittals:** Submittals received after the specified time may not be considered.

**D. Modification or Withdrawal of Submittals:** Any SOQ received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.

**E. Property Rights:** SOQs received become the property of the County and all rights to the contents therein become those of the County.

**F. Confidentiality:** Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all submittals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.

**G. Amendments to Request for Qualifications:** The County reserves the right to amend this RFQ by addendum before the final submittal date.

**H. Non-Commitment:** This RFQ does not commit the County to award the contract, to pay any costs incurred in preparation for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the County to do so.

**I. Inquires:** Inquires concerning this RFQ should be directed to:

Jeff Walters, Interim Public Works Director  
Mono County Department of Public Works  
Post Office Box 457  
74 North School Street  
Bridgeport, CA 93517  
jwalters@mono.ca.gov

Attachment:  
Sample Agreement

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND [CONSULTANT]  
PROVIDING FOR SPEED SURVEY SERVICES**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may have the need for the speed survey services of [Corporation]/[Name(s)], [an] individual[s]], doing business as [Consultant], of [City], [State] (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to the County, upon its request and acceptance by Contractor, those services and work set forth in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement will be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement shall be based upon the County’s need for such services.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided at the County’s request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

**2. TERM**

The term of this Agreement shall be from [Month Day, Year], through June 30, 2013, unless sooner terminated as provided below.

**3. CONSIDERATION**

A. Compensation.

The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment A, attached hereto and by reference incorporated herein) for the services and work described in the Scope of Work (set forth in Attachment A) which are performed by Contractor at the County’s request.

B. Travel and Per Diem.

Unless otherwise agreed by the parties, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

#### D. Limit Upon Amount Payable Under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$30,000 (hereinafter referred to as “contract limit”). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

#### E. Billing and Payment.

Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in the Scope of Work, which were done at the County’s request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County’s request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

#### F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, the County will not withhold any federal or state income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand four-hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, the County has no obligation to withhold any taxes or payments from sums paid by the County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor’s taxes or assessments.

(4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board.

### 4. WORK SCHEDULE

Upon the issuance of a “Notice to Proceed,” Contractor’s obligation is to perform, in a timely manner, those services and work identified in the Scope of Work which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County in Attachment A.

### 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, County, or municipal governments for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver’s licenses, professional licenses or certificates, contractor’s licenses, and business licenses. Such

licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and the County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the County reserves the right to make such determinations for purposes of this Agreement.

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the services and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. The costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY**

### **A. Personal Property of the County.**

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

### **B. Products of Contractor's Work and Services.**

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County.

## **8. WORKERS' COMPENSATION**

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage.

## **9. INSURANCE**

### **A. General Liability.**

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents,

officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

**B. Business Vehicle.**

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work Letters issued pursuant to this Agreement. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days' prior written notice to the County.

**C. Professional Errors and Omissions Liability Insurance.**

Contractor shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) policy aggregate. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. If professional liability coverage is written on a claims-made form: 1) the "retro date" must be shown and must be before the date of this Agreement or prior to commencing services and work requested by the County under this Agreement; 2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of services and work performed under this Agreement; and, 3) if coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "retro date" that is prior to the date of this Agreement, Contractor must purchase "extended reporting" coverage for a minimum of five years after the completion of services and work performed under this Agreement.

**D. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E. Subcontractors.**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

**F. Unemployment, Disability, and Liability Insurance**

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

## **10. STATUS OF CONTRACTOR**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A of this Agreement. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor

and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of the County.

## **11. DEFENSE AND INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or subcontractors. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## **12. RECORDS AND AUDIT**

### **A. Records.**

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

### **B. Inspections and Audits.**

Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **13. NON-DISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, sexual orientation, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations.

Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **14. CANCELLATION**

This Agreement may be cancelled by the County without cause, and at will, for any reason by giving to Contractor 15 days' written notice of such intent to cancel.

#### **15. ASSIGNMENT**

This is an agreement for the services of Contractor. The County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

#### **16. DEFAULT**

If Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

#### **17. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 24 below.

#### **18. CONFIDENTIALITY**

Contractor agrees to comply with various provisions of the federal, state, and County laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

#### **19. CONFLICTS**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict of interest statement.

#### **20. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION**

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

**23. VENUE**

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

**24. AMENDMENT**

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**25. NOTICE**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

County of Mono:

Department of Public Works

Post Office Box 457

Bridgeport, California 93517

Contractor:

[Consultant]

[Mailing Address]

[City, State Zip]

**26. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

**CONTRACTOR:**

By: DRAFT

By: DRAFT

Name: Jim Arkens

Name: \_\_\_\_\_

Title: Interim County Administrative Officer

Title: \_\_\_\_\_

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

Firm: [Name(s) dba] [Consultant]

Approved as to Form:

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

Tax ID: \_\_\_\_\_

DRAFT

Tara McKenzie, County Counsel                      Date

DRAFT

Rita Sherman, Risk Manager                      Date

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND [CONSULTANT]  
PROVIDING FOR SPEED SURVEY SERVICES**

**TERM:**

**FROM: [Month Day, Year]**

**TO: June 30, 2013**

**SCOPE OF WORK:**

Contractor shall provide all labor, equipment, materials, supplies, research, transportation, taxes, and cover all other costs required to perform speed survey services for the County. In general, project work shall consist of the following:

Public Works proposes to have the contractor conduct several speed surveys on various County roads at specific locations. As per section 627 of the vehicle code defines the term engineering and traffic survey and lists its requirements. The intent of the speed survey is to determine the actual speed of the unimpeded traffic. The speed of the traffic should not be altered by concentrated law enforcement, or other means, just prior to, or while taking the speed measurements. Engineer shall comply and complete with the following details:

1. Prepare a Traffic and Engineering Speed Survey for the County of Mono in accordance with the requirements the California Vehicle Code section 627 and the Manual for Uniform Traffic Control Devices. Public Works will provide available data, such as plans, drawings, as-builts, maps, traffic volume data, collision data and any other pertinent project related information.
2. Field Inspection: Conduct a field inspection of all roadway segments to be included in the study. Determine existing street geometrics and roadside conditions for justification of speed limits.
3. Accident Rate Analysis: Analyze the Statewide Integrated Traffic Records System (SWITRS) data for each roadway segment in study (Mono County Sheriff will provide data). Mono Sheriff's Department contact information to be provided.
4. Speed Surveys: Speed Surveys shall be performed using calibrated hand-held radar guns or approved equal. The gun calibration certificates shall be included with the final report. All speed surveys conducted in this study shall meet all requirements in the California Vehicle Code (CVC), and the Department of Transportation's Traffic Manual.
  - a. A location should be selected where prevailing speeds are representative of the entire speed zone section. If speeds vary on a given route, more than one speed zone section may be required, with separate measurements for each section.
  - b. Speed measurements should be taken during off-peak hours on weekdays. The weather should be fair with no unusual conditions prevailing. The surveyor and equipment must not affect the traffic speeds. The meter should be placed to survey traffic in both directions, and it should not make an angle greater than 15 degrees with the roadway centerline.

- c. In order for the sample to be representative of the actual traffic flow, the minimum sample should be 100 vehicles in each survey. In no case should the sample contain less than 50 vehicles.
  - d. Short speed zones of less than 0.87 km should be avoided, except in transition areas.
  - e. The speed limit normally should be established at the first five mile per hour increment below the 85<sup>th</sup> percentile of speed.
5. Establishing Speed Limits: When establishing speed limits, the consultant shall consider prevailing speeds, collision records, traffic, residential density, bicycle safety factors, and roadside conditions. The final speed survey shall account for factors such as adjacent land use, other factors not apparent to motorists, potential conflicts with pedestrians, bicyclists, and residential or business districts.
  6. Mapping: Consultant shall provide Traffic Flow and Speed Survey Maps (scale to be determined)
  7. Final Report: Consultant shall provide bound Final Report summarizing all elements of the study. Based on all California legal requirements, the engineering and speed Survey Report shall be signed and certified by a registered civil or traffic engineer. Engineer shall supply these data processing documents in both electronic and hard copies; Raw Speed Data, Raw Vehicle Count data, and complete report draft and final along with the recommendations. All data provided shall comply with vehicle code section 627.
  8. Meetings: Consultant shall attend three (3) meetings; Initial kick-off meeting with staff, Traffic Study Review (with staff when Study Report is substantially complete), and Board of Supervisors Meeting, held on 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Tuesdays of each month (to present Report to Board, assisted by staff) for Adoption of Reestablished County-Wide Speed Limits.

Work products and project work shall be completed consistent with generally-accepted practices for the industry.

#### **WORK SCHEDULE:**

Requests for services or work and scheduling of work tasks shall be coordinated with the Public Works Director, or an authorized designee. **Project work shall be completed by [date]. Regular service shall be provided as noted below.**

#### **SCHEDULE OF FEES:**

The County shall pay Contractor for services and work performed under this Agreement in accordance with Contractor's Schedule of Fees, attached hereto as Attachment A1 and by reference incorporated herein.

The total project cost shall not exceed **\$30,000**, unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval, authorization to proceed and payment shall be made for any additional items or tasks not initially specified in the scope of work.