

COUNTY OF INYO
REQUEST FOR PROPOSALS



for an update of the Inyo County Regional Transportation Plan and other transportation planning projects described below

Deadline for Submission: February 23, 2018

County of Inyo
Public Works Department
P.O. Box Q, 168 N. Edwards St.
Independence, California 93526

REQUEST FOR PROPOSALS

The County of Inyo, State of California, will retain the services of an independent contractor(s)/consultant(s) to provide the following services:

1. Prepare two updates of the Inyo County Local Transportation Commission (LTC) Regional Transportation Plan pursuant to the State's Regional Transportation Plan Guidelines and the FAST Act;
2. Prepare two or three Active Transportation Program applications for the City of Bishop and County of Inyo in response to the upcoming 2019 Call for Projects.
3. Provide transportation planning services to assist with the operation of the Inyo County LTC.

INTRODUCTION

The County of Inyo, through its Public Works Department and on behalf of the Inyo County LTC, seeks to obtain an independent contractor/consultant with expertise in transportation planning and Regional Transportation Planning Agencies. The region served by the Inyo County LTC, the Regional Transportation Planning Agency (RTPA) for Inyo County exists totally within the boundaries of Inyo County.

SETTING

Inyo County is located near the center of California (from north to south) and adjacent to the eastern edge of California. The western edge of the County is the crest of the Sierra Nevada mountain range and the east edge is the State of Nevada. Inyo County is a large, rural county. The County is the second largest county in California, comprising more than 10,142 square miles. The County has a wide range of topography, including the highest point in the contiguous United States (Mt. Whitney at 14,505 feet above sea level) and the lowest point in the western hemisphere (Badwater Basin in Death Valley at 282 feet below sea level).

The 2010 census estimated the population of Inyo County to be 18,546 people. The County has very slow growth rates largely due to a lack of privately owned land. Only about 1.7% of the County is in private ownership. The remaining 98.3% is owned by the National Park Service, Forest Service, Bureau of Land Management, Department of Defense, City of Los Angeles, or the State of California. The 1980 census estimate for Inyo County was 17,895.

GENERAL REQUIREMENTS

Consultant should be familiar with the California Department of Transportation (Caltrans) publications entitled *Regional Transportation Plan Guidelines*. In addition, the consultant should be familiar with the roles and responsibilities of Regional Transportation Planning Agencies (RTPAs). The consultant should also be able to work with County and City staff: to update the Regional Transportation Plan and to complete other planning documents to meet the individual needs of a large rural County. The consultant shall have expertise and prior experience in the development and update of documents such as:

- Regional Transportation Plans for an RTPA
- Completing Highway Safety Improvement Program grant applications
- Completing Active Transportation Program applications (successful applications are a plus).

The Consultant shall provide general transportation planning services and prepare specific planning documents as identified below. The work shall include all services necessary to certify and adopt any completed documents and to ensure compliance with all applicable requirements and regulations.

The consultant shall provide a cost estimate for the completion of Tasks No.1. Prior to beginning work on any further specific activity, the consultant and ICLTC staff shall work together to identify the needs, constraints and cost for that activity and develop an appropriate work plan for the completion of that activity.

The transportation planning documents and services that may be required have been listed below. This list should not be construed to be a guarantee of the required work, but rather a list of the work that may be anticipated to occur and the activities actually performed may vary from this list.

SCOPE OF WORK

1. **2018-2019 Regional Transportation Plan (RTP) Update.** Update the RTP and prepare appropriate adjustments or additional information necessary to ensure consistency with State RTP requirements. Given the slow rate of growth in Inyo County since the completion of the current RTP, the update will be as minor as possible and include the following actions:

- An update to the Action Element,
- An update to make the RTP in compliance with FAST Act,
- The update will comply with, and update if necessary, the Public involvement Procedures set forth as Appendix 3 of the 2015 RTP
- The update will make the RTP consistent with the 2017 Regional Transportation Plan Guidelines for Regional Transportation Planning Agencies and the consultant will complete the Regional Transportation Plan Checklist for RTPAs, and
- The consultant shall prepare appropriate CEQA compliance documents (either a Negative Declaration or a Mitigated Negative Declaration of environmental impact) as a part of the RTP update.

Deliverables:

- Written monthly progress reports
- Administrative draft RTP: 2 hard copies, one digital copy in Microsoft Word and one digital copy in Adobe PDF

- Draft RTP: 13 hard copies, one digital copy in Microsoft Word, and one digital copy in Adobe PDF
 - Final RTP: 13 hard copies, one digital copy in Microsoft Word, and one digital copy in Adobe PDF
 - CEQA documentation
2. **2019 Active Transportation Program grant applications.** Complete Active Transportation Program grant applications for the 2019 grant cycle on behalf of the City of Bishop and the County of Inyo. The call for projects is scheduled to be released by the California Transportation Commission on March 26, 2018. The applications are required to be submitted by June 8, 2018. It is anticipated that there will be applications for two or three projects.
3. **General Transportation Planning Services.** As requested, provide transportation planning services to assist with general administration and operation of the ICLTC. Possible future tasks could include the completion of Project Initiation Documents or Project Study Reports, and the completion of grant applications on behalf of the County for programs such as the Safe Routes to School Program, Active Transportation Program, and the Highway Safety Improvement Program. The County will maintain the contract for a five year period that will include a second update to the RTP in 2022-2023.

SERVICES PROVIDED BY INYO COUNTY STAFF

Inyo County will provide the services listed below in support of the Consulting firm’s services:

- A. Relevant documents – this includes:
Digital copies of the:
 - 2015 Regional Transportation Plan,
 - Inyo County LTC 2015 Active Transportation Plan,
 - City and County maps showing sidewalk locations and
- B. Input as direction as needed.
- C. Access to personnel.

The current documents can be viewed online at <http://www.inyoltc.org/rtp.html>, <http://www.inyoltc.org/bmp.html>, <http://www.ca-bishop.us/miscellaneous-documents/>, and <http://www.inyoltc.org/docs.html>.

DIRECTLY INVOLVED AGENCIES

- Inyo County
- City of Bishop
- Caltrans
- Participating Tribal Governments
- Inyo County LTC (funding)

RESPONSE TO THIS RFP

Responses to this RFP must contain the items listed below. Any proposal that does not include all of the requested information may be considered as non-responsive and may not be considered. The consultant/contractor shall submit five (5) bound copies of the proposal. One of the copies shall be marked original and be signed by a representative of the vendor's organization who has been granted the authority to offer the proposal. The proposal shall not exceed thirty (30) pages. Additionally, the consultant/contractor is encouraged to include examples of similar projects as attachment(s). The work examples can be provided either as hard copies or as a CD or DVD with a PDF version of the document. The consultant(s) response to this RFP must contain the following

1. A description of the firm's experience or ability to prepare project documents similar to this proposal.
2. A listing of references that may be contacted regarding the firm's experience, including a description of similar project documents prepared by the firm. The listing shall include the names and addresses of the proponents and the names and telephone numbers of persons in charge of the projects for the proponents.
3. **Price Proposal.** The prospective contractor/consultant shall prepare a detailed Cost Proposal for the completion of task No. 1 in the Scope of Work section above. Costs shall be segregated to show specific tasks within the scope of work, staff hours allocated to each project, task, rates, classifications, administrative overhead and a rate schedule for extra work. If subcontractors are to be used, the prospective consultant/contractor must indicate any markup that the prospective consultant/contractor plans to take on subcontracts. The same markup of subcontract costs shall be provided as is required for consultant/contractor costs above. Failure to provide a detailed Cost Proposal may be cause for rejection of the proposal.
4. Identification of staff capabilities, in addition to the resumes of key personnel who will be assigned to any phase of the work and their availability for the project.
5. A list of any specialty consultants being considered by the respondent for participation on the project.
6. A discussion of the intended scope of work and methodology for preparation of project document(s), including depth and scope of analysis and research proposed.
7. A proposed time frame for completion of the work and the firm's experience and history for meeting deadlines on previous projects. A comprehensive schedule indicating specific milestones and total time to complete the document should be provided. The Regional Transportation Plan Update is required to be completed by August 31, 2019. The Active Transportation Program applications will be due to be submitted by June 8, 2018.
8. Any references demonstrating the ability to deliver similar projects within an established budget.

9. A statement as to the respondent's ability to enter into County of Inyo Standard Contract No. 156 (attached), which will govern the selected respondent's work.
10. Any additional information the respondent feels may be useful and is applicable to this project.
11. Five copies of any submittal should be provided.

Firms wishing to have their submittal material returned after the selection process should indicate this in their response packet. Upon request, the County will return the proposal at the firm's expense, but will retain one copy of each proposal for one year.

CONTRACT

The successful consultant will be required to enter into an agreement with the County involving Inyo County Standard Contract No. 156. The contract will specify the scope of service, schedule of work and a mutually agreed upon schedule of payment. The selected consultant will be required to prepare a Scope of Work, which will become part of the contract as an attachment.

A copy of Inyo County Standard Contract No. 156 is attached. All respondents are encouraged to review the contract and verify they can satisfy all requirements contained therein. Any concerns with the contract or any of its terms or requirements should be addressed in the submitted Proposal.

PROJECT EVALUATION

It is the intent of the County to evaluate all proposals received in response to this RFP. A selection committee composed of Inyo County staff, City of Bishop staff and Caltrans staff will evaluate all submitted proposals. The information provided in your proposal will be the basis for selecting a consultant. The criteria for selection will be determined from the following qualifications with the proportional value of each as indicated.

Following an initial screening by the selection committee of all the proposals, a short list of the most qualified respondents will be established, consisting of up to five firms. If the selections committees' evaluation is not unanimous, these firms will be interviewed by the selection committee to further evaluate each firm's capability, experience, staffing level, availability, history, past clientele, and ability to meet deadlines, budgets and work with public agencies. Following this, the County shall commence contract negotiations with the highest ranked respondent, as more fully described below.

If the County and that firm are unable to consummate an agreement, the County will reject that firm and begin negotiations with the firm receiving the second highest rank from the committee. This process shall continue until the County reaches an agreement with a consultant.

Once an agreement is reached, the selected consultant shall execute Standard County Contract No. 156, which will then be forwarded to the Inyo County Board of Supervisors

(ICBOS) for approval. The execution of the contract by the Chairperson of the ICBOS will affect notice to the consultant to proceed with the work.

Inyo County hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals 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, Inyo County requires that any consultant or consulting firm hired by Inyo County 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.

Inyo County retains the right to reject any and all proposals that do not comply with provisions of this request for proposal or for unforeseen reasons related to funding of this project. This request for proposals does not obligate Inyo County to award a contract to conduct an update to the Inyo County LTC Regional Transportation Plan, nor does it commit Inyo County to pay for any costs associated with the preparation and submittal of a proposal. The Scope of Work is subject to modification as work progresses.

ANTICIPATED CONSULTANT SELECTION SCHEDULE

The following is the anticipated consultant selection schedule:

- RFP issued January 9, 2018
- Deadline for written questions 5:00 p.m. February 9, 2018
- RFP due at 2:00 p.m. February 23, 2018
- Scope of work refined and contract negotiations complete March 2, 2018
- Board of Supervisors approval of consultant agreement March 16, 2018

EVALUATION CRITERIA/SELECTION PROCESS

- A. Capability of firm and qualifications of assigned personnel and specialty consultants20%
- B. Success in obtaining Active Transportation Program grants on behalf of rural county transportation planning agencies5%
- C. Experience with projects of similar characteristics and volume in rural areas, completeness of bid submittal, and perceived effectiveness of the bid submittal in addressing the goals of the projects.....25%
- D. **Price Proposal** and availability of firm to perform work within a proposed time frame and budget. The evaluation will include a review of the proposed scope or work15%

E. Familiarity with all policy and statutory guidance (State & Federal).....	15%
F. Demonstrated understanding of scope and objectives of project.....	10%
G. Reference check and evidence of timely performance on previous projects	10%
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Total =	100%

LOCAL AND SMALL BUSINESS ENTERPRISE CONTRACTING PREFERENCE

There is a contracting preference of 5% for small business enterprises (or) 8% for local businesses available for this Request for Proposals. This preference is specifically related to the Cost Proposal as described in the Evaluation Criteria/Selection Process described above. To be eligible for a preference, a small business enterprise must submit proof of certification from the State of California or the Small Business Administration as a small business. A local business must provide documentation that it is a local business as defined by Inyo County Code § 6.06.020(B) with its proposal. Please refer to the Inyo County website home page at <http://www.inyocounty.us/> for a copy of the Local Business Verification Form.

INQUIRIES

Direct questions to: Courtney Smith, Transportation Planner, Inyo County LTC staff, at telephone number (760) 878-0207 or e-mail csmith@inyocounty.us. If you have any questions, please submit these in writing. Responses to those questions will be uploaded onto the Inyo County Bid Packages web page at http://www.inyocounty.us/Bid_Packages.html. There will be a link to view County Standard Contract No. 156 and the Insurance Requirements for Professional Services on that web site.

Qualified individuals and firms wishing to submit proposals should send them to:

Courtney Smith
 Inyo County Public Works Department
 P.O. Drawer Q
 168 N. Edwards Street
 Independence, CA 93526

DEADLINE: To be considered, five (5) copies of the Proposal must be received at the above address by 2:00 p.m. on February 23, 2018, postmarks and facsimiles are not acceptable.



Clint Quilter
 Inyo County Public Works Director

Date: January 9, 2018

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the _____ services of _____ (hereinafter referred to as "Consultant"), 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.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the _____. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request 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 which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the _____ . Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant 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 \$_____ (initial term) \$_____ (option 1) and \$_____ (option 2) for a total of \$_____ Dollars (hereinafter referred to as "contract limit"). 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. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant 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, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, 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 Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant'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, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and 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 Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Consultant shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant'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 Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, 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, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which 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 Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, 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, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant 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. Consultant 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.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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 twenty-two (22) below.

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Consultant 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.

19. POST AGREEMENT COVENANT.

Consultant 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, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. 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.

21. FUNDING LIMITATION.

The ability of County to enter 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, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be 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.

23. NOTICE.

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

County of Inyo:

_____ Department
_____ Address
_____ City and State

Consultant:

_____ Name
_____ Address
_____ City and State

24. 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.

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: _____
Signature

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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 hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.