

REQUEST FOR PROPOSALS

**SURVEYING SERVICES
AS RELATED TO LIDAR DATA COLLECTION AND PROCESSING
AND DRAINAGE FACILITY SURVEYING
FOR THE TRI-VALLEY AREA OF MONO COUNTY, CALIFORNIA
AND THE CITY OF BISHOP, CALIFORNIA**



Prepared by the:

Mono County Department of Public Works
Post Office Box 475
74 North School Street
Bridgeport, California 93517
760.932.5440
June 17, 2008

I. BACKGROUND

A. Project Description.

The Tri-Valley LIDAR mapping project consists of the collection and processing of approximately 55 square miles of Light Detection and Ranging (LIDAR) data for the purpose of performing a detailed FEMA floodplain study in the Tri-Valley area of southern Mono County, California. The Tri-Valley area consists of the communities of Benton, Hammil Valley, and Chalfant Valley. The Black Lake area and the City of Bishop, in northern Inyo County, California, are being considered as possible additions to the work. The enclosed Figure 1, Vicinity Map, presents the project location in the context of state and county boundaries.

The project includes all ground surveying required to establish control and quality assurance and quality control (QA/QC) for the LIDAR mapping, along with ground surveying of drainage structures at approximately 20 locations throughout the Tri-Valley project area. The proposed mapping boundary is presented in Figure 2, attached. The two additional options being considered would add another 25 square miles of LIDAR and ground surveying for approximately 10 culverts. The project includes the following:

1. Project mobilization: This task should include all resource commitment and transportation necessary to complete the project. The nearest airport is located in Bishop.
2. Ground control and collection of data for QA/QC.
3. Drainage facility surveying: The consultant will collect data for drainage structures on State, County, and private roads along the main drainage wash. See Figures 3 and 4 for an approximate map of the drainage facilities to be included. With the exception of the Spring Canyon Creek Bridge on Highway 6, all of the structures are culverts. Survey points should be collected for invert and top of pipe at both the inlet and outlet. Points should also be taken on the road surface adjacent to each culvert inlet and outlet. Notes should be made regarding culvert material, size, shape, and entrance/exit configuration.
4. LIDAR data acquisition: Collect approximately 55 square miles of LIDAR data to project specifications for the purpose of performing a detailed FEMA floodplain study. See Figure 2 for mapping boundary and Attachment 4 for a .shp boundary file.
5. LIDAR data processing: Process LIDAR data within the mapping boundary to project specifications.
6. Project Specifications: The specifications for this project are based on the FEMA requirements for performing detailed floodplain mapping studies and Mono County's GIS requirements. For background information only, please see Section A.8 from Appendix A – Guidance for Aerial Mapping and Surveying from the FEMA publication entitled, "Guidelines and Specifications for Flood Hazard Mapping Partners (April 2003)." Following are the minimum project specifications:
 - a. Surface Description: Bare-earth surface
 - b. Vertical Accuracy: 2' contour equivalent ($Accuracy_z = 1.2$ ft)
 - c. Horizontal Accuracy: 1"=500' equivalent ($Accuracy_r = 11$ ft)
 - d. Data Models: Mass points and DEM (1 meter post spacing)
 - e. Horizontal Datum: NAD 83
 - f. Vertical Datum: NAVD 88
 - g. Coordinate System: California State Plane Zone III (Mono County) and Zone IV (City of Bishop)

- h. Units: Feet to 2 decimal places vertical and horizontal
- i. Digital Format:
 - Mass Points: ASCII x/y/z
 - DEMs: ESRI Float Grid and ASCII x/y/z
- 7. Additional Option 1 – Black Lake LIDAR Mapping: Expand LIDAR mapping services to an additional seven square miles west of Benton Hot Springs. See Figures 2 and 4 and Attachment 4. This work will include any additional ground control work required to meet the project specifications and ground surveying for approximately 10 culverts.
- 8. Additional Option 2 – City of Bishop LIDAR Mapping: Expand LIDAR mapping services to an additional 18 square miles in the Bishop area. This work will include any additional ground control work required to meet the project specifications. No ground surveying of drainage structures is included in this portion of the work. Please note that this area has more vegetation than the Tri-Valley area in the form of intermittent cottonwood trees and brush. Brush and trees are nearly continuous along creeks. See Figure 2 and Attachment 4 for the area boundary. If the City of Bishop desires to join the project, this additional scope of work will be included in the agreement between the selected consultant and Mono County (County). In this event, the County would then enter into a separate agreement with the City of Bishop for reimbursement.

It is the County's intention to have the selected consulting firm to begin work on this project on or before July 31, 2008. Payment under any contract resulting from this RFP will be consistent with the County's standard agreement, a draft copy of which is included with this RFP as Attachment 5. Any contract awarded as a result of this RFP will be awarded without discrimination based on any protected status under state or federal laws, including but not limited to race, color, religion, age, disability, sex, sexual orientation, or national origin.

II. PROPOSAL REQUIREMENTS

A. Technical Proposal.

Qualified consulting firms are invited to submit proposals on this project. The technical proposal should address the elements specified in the scope of work and be presented in the following format:

1. Introduction: Introduce the proposal, including a statement of the proposer's understanding of the work. Give the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired. Identify all participating firms and proposed sub-consultants.
2. Statement of Qualifications: The qualifications of the firm and of the key individuals, including project manager, who will be working on the project must be provided in the firm's "Statement of Qualifications." The "Statement of Qualifications" forms an integral part of the proposal and should include references, letters of recommendation, and a list of similar projects completed by the firm preparing the Proposal.
3. Work Plan: The work plan should be consistent with and incorporate project components identified in the scope of work. At a minimum, it should include the following elements:
 - a. Identification of the Project Manager (PM). It is expected that this PM will be the responsible person in charge of the project. Any change in PM after the contract is awarded shall be submitted to the Mono County Department of Public Works for approval.
 - b. An organization chart showing the proposed relationships between all key personnel and support staff assigned to the project.

- c. Description of the proposed responsibilities of each person on the organization chart. Identify state licenses and/or certificates held by all key personnel.
 - d. Description of the approach and methodology to be used to provide the required services and description of the equipment, tools, and software to be used.
 - e. Identification of any supplemental tasks deemed necessary and recommendations of any alternatives that may enhance the project, reduce costs, or speed delivery.
 - f. If the work is to be shared among firms and offices at different locations, indicate where each office is located and what work is to be performed in each office.
 - g. An estimate of man-hours necessary to complete each element of the project should be completed as needed to prepare the cost proposal in Attachment 2.
 - h. Any other information that is considered pertinent by the consultant for project and/or the selection process.
4. Estimated Schedule of Work: The prospective consultant shall submit a schedule to reflect minimum time frames (working days) required to complete each of the tasks listed in its proposal.
 5. Cost Proposal: The prospective consultant shall submit a cost proposal with line items as shown in Attachment 2. The County does not believe that the survey work encompassed in the RFP is preconstruction work subject to prevailing wage laws. But County will require Contractor to waive any right of contribution against the County in the event that the work is later determined by a court to be subject to prevailing wage laws.
 6. Conflict of Interest: If selected, the consultant may be subject to the County's Conflict of Interest Code, adopted pursuant to the state Political Reform Act, and may be required to complete a Statement of Economic Interests pursuant to that Code.

B. Signature.

A letter accompanying the technical proposal shall provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company. An unsigned proposal or one signed by an individual not authorized to bind the prospective consultant may be rejected.

III. CONSULTANT SELECTION

A. Proposal Review.

Each proposal will be reviewed to determine if it meets the minimum proposal requirements contained in Section II, "Proposal Requirements," above. Failure to meet those requirements may be cause for rejection of the proposal.

The County may reject any proposal if it is conditional, incomplete, or contains irregularities. The County may waive any immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposal from full compliance with the contract requirements if the same proposal is recommended for award of the contract.

B. Proposal Evaluation and Award.

The Mono County Department of Public Works will evaluate those proposals that meet the minimum proposal requirements. The evaluation will be based on the criteria shown on Attachment 3, "Evaluation Criteria." The proposed contract will then be negotiated between the County and the most qualified firm in accordance with Government Code Section 4528. If agreement is reached, a contract

with that firm will be submitted to the Mono County Board of Supervisors for consideration of award. If there are unresolved issues or if negotiations have been unsuccessful, negotiations with the first-ranked firm will be formally terminated. Negotiations will then be entered into with the next, most-qualified proposer.

The prospective consultant is advised that should this Request for Proposals result in recommendation for award of contract, the contract will not be in force until it is approved and fully executed by the County.

IV. GENERAL INFORMATION

A. Proposal Submittal.

1. Technical Proposal: Four copies of the consultant's proposal shall be submitted in a sealed envelope in response to this Request for Proposals. No facsimile or electronic submittals shall be accepted. Proposals must be submitted to the Mono County Department of Public Works and received no later than 4:00 pm on Tuesday, July 8, 2008, at the following address:

Mono County Department of Public Works
Post Office Box 457
74 North School Street
Bridgeport, California 93517

The following information must be placed on the lower left corner of the sealed envelope containing the proposal:

RFP for Consulting Services – Tri-Valley LIDAR Mapping

Firm Name: _____

Do Not Open

B. Late Submittals.

Proposals received after the specified time will not be considered and will be returned to the proposer unopened.

C. Modification or Withdrawal of Submittals.

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the proposer prior to the submittal deadline. To be considered, however, a modified proposal must be received by the time and date specified above.

D. Property Rights.

Proposals received within the prescribed deadline become the property of the County and all rights to the contents therein become those of the County.

E. Confidentiality.

Before award of the contract, all proposals 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 proposals), 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 proposals confidential will be regarded as non-effective and will be disregarded.

F. Amendments to Request for Proposals.

The County reserves the right to amend this Request for Proposals by addendum before the final proposal submittal date.

G. Non-Commitment.

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

H. Schedule.

The intended schedule for consideration of proposals and award of the project is as follows:

July 8 – Open Proposals

July 15 – Award Contract

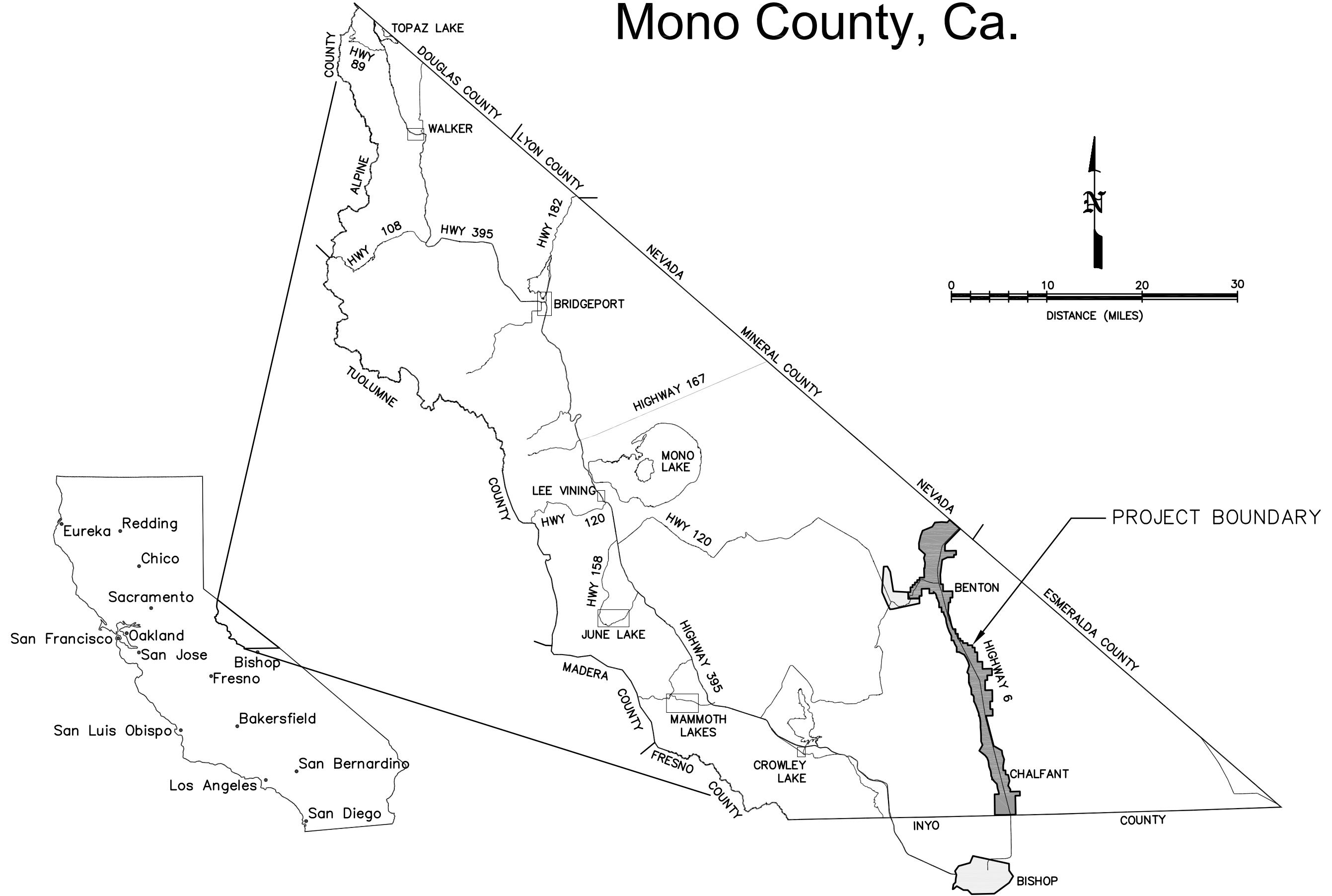
July 31 – Begin Work

I. Inquires.

Inquires concerning this Request for Proposal should be directed to:

Garrett Higerd, Associate Engineer III
Mono County Department of Public Works
(760) 932-5457
ghigerd@mono.ca.gov

Mono County, Ca.



MONO COUNTY PUBLIC WORKS DEPARTMENT

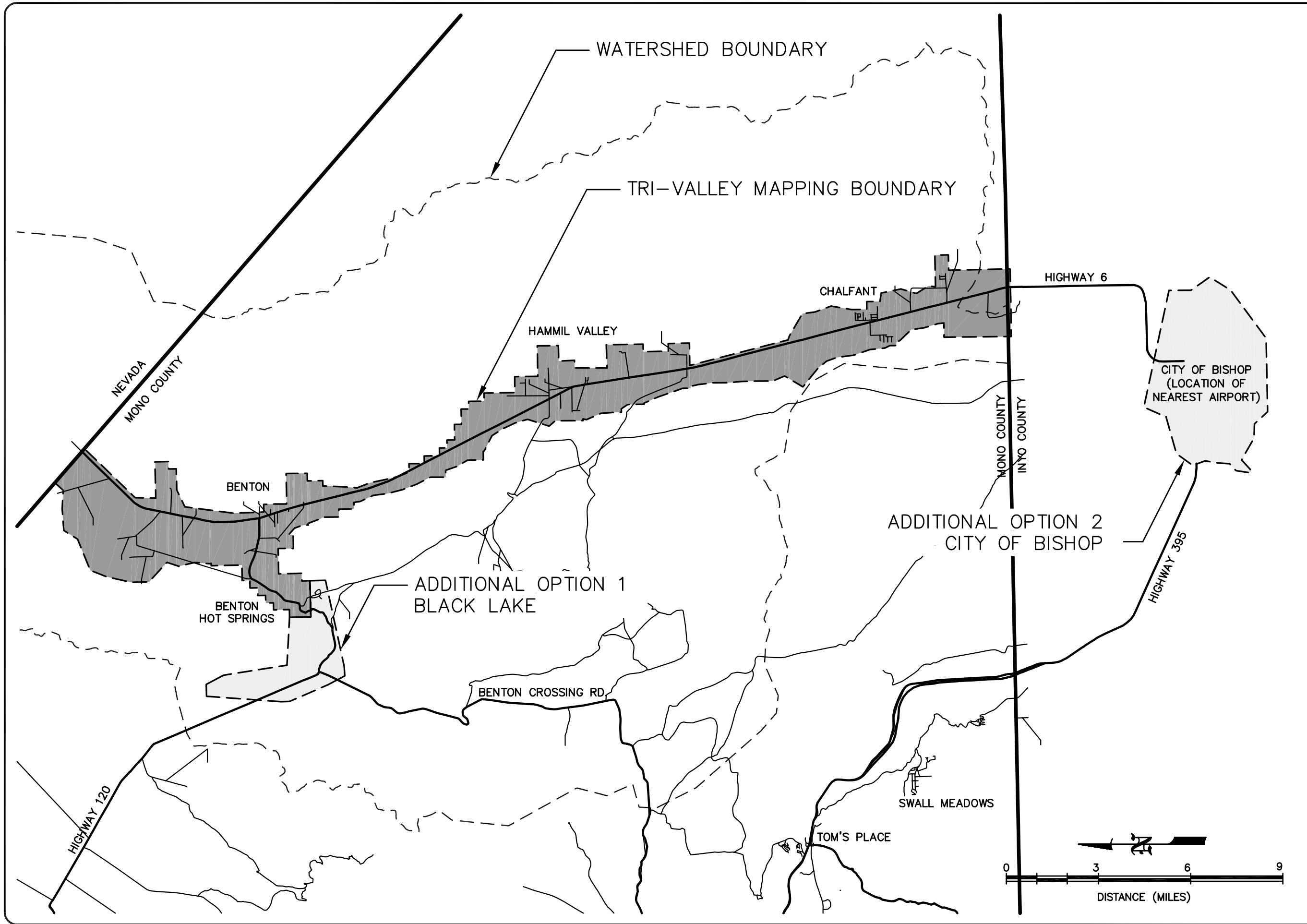
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|---------------|-----------|-------|------|----------|
| Drawing Date: | 6/04/08 | Rev.# | Date | Revision |
| Prepared By: | G. HIGERD | | | |
| Checked By: | K. GARCIA | | | |
| Approved By: | E. NIKIRK | | | |

TRI-VALLEY LIDAR RFP
FLOODPLAIN MANAGEMENT PROGRAM
Mono County, California

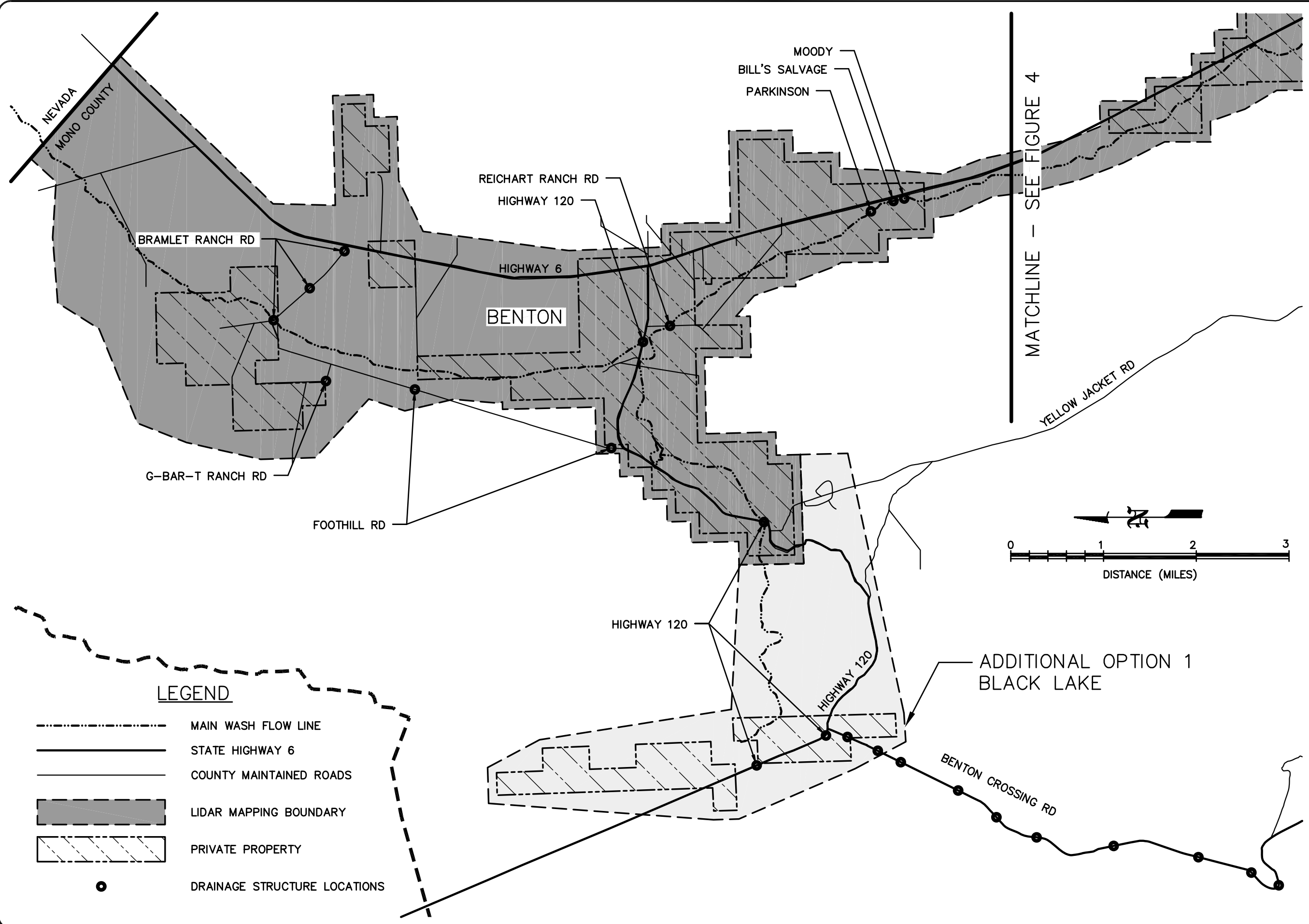
VICINITY MAP

Figure



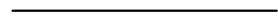



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| Figure | MONO COUNTY PUBLIC WORKS DEPARTMENT | | |
| | Rev.# | Date | Revision |
| 2 | Drawing Date: | 6/04/08 | |
| | Prepared By: | G. HIGERD | |
| | Checked By: | K. GARCIA | |
| TRI-VALLEY LIDAR RFP FLOODPLAIN MANAGEMENT PROGRAM Mono County, California | | Approved By: | E. NIKIRK |
| MAPPING BOUNDARY | | | |



LEGEND

-  MAIN WASH FLOW LINE
-  STATE HIGHWAY 6
-  COUNTY MAINTAINED ROADS
-  LIDAR MAPPING BOUNDARY
-  PRIVATE PROPERTY
-  DRAINAGE STRUCTURE LOCATIONS







MONO COUNTY PUBLIC WORKS DEPARTMENT

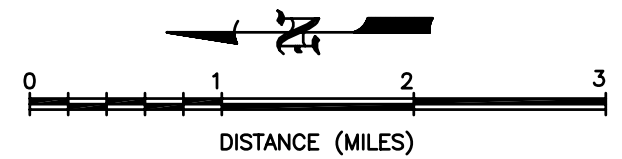
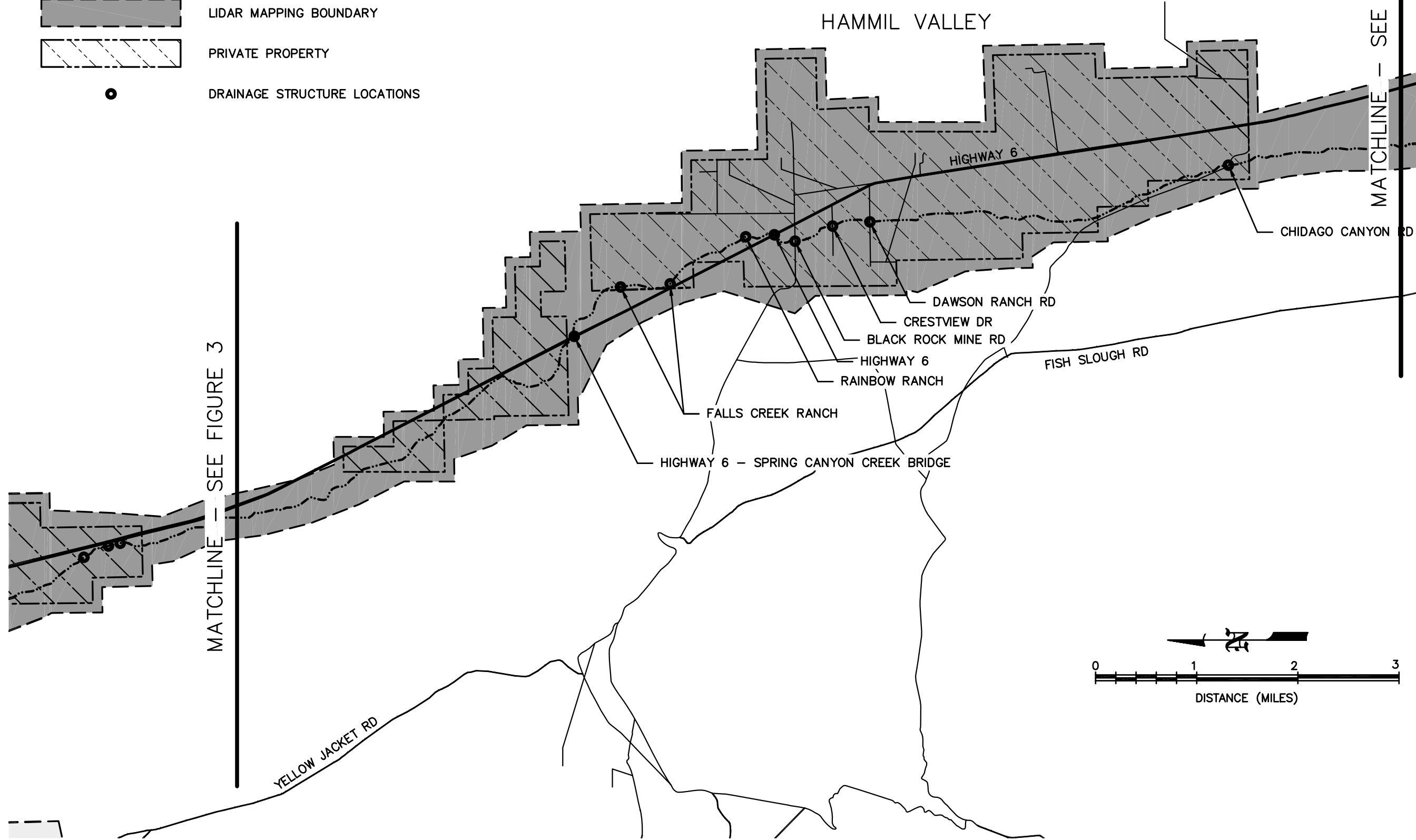
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| Drawing Date: | 6/04/08 | Rev.# | Date | Revision |
| Prepared By: | G. HIGERD | | | |
| Checked By: | K. GARCIA | | | |
| Approved By: | E. NIKIRK | | | |

**TRI-VALLEY LIDAR RFP
FLOODPLAIN MANAGEMENT PROGRAM
Mono County, California**

DRAINAGE STRUCTURES - BENTON

LEGEND

-  MAIN WASH FLOW LINE
-  STATE HIGHWAY 6
-  COUNTY MAINTAINED ROADS
-  LIDAR MAPPING BOUNDARY
-  PRIVATE PROPERTY
-  DRAINAGE STRUCTURE LOCATIONS



MATCHLINE — SEE FIGURE 3

MATCHLINE — SEE FIGURE 5

MONO COUNTY PUBLIC WORKS DEPARTMENT

TRI-VALLEY LIDAR RFP
 FLOODPLAIN MANAGEMENT PROGRAM
 Mono County, California

DRAINAGE STRUCTURES - HAMMIL







Drawing Date: 6/04/08
 Prepared By: G. HIGERD
 Checked By: K. GARCIA
 Approved By: E. NIKIRK

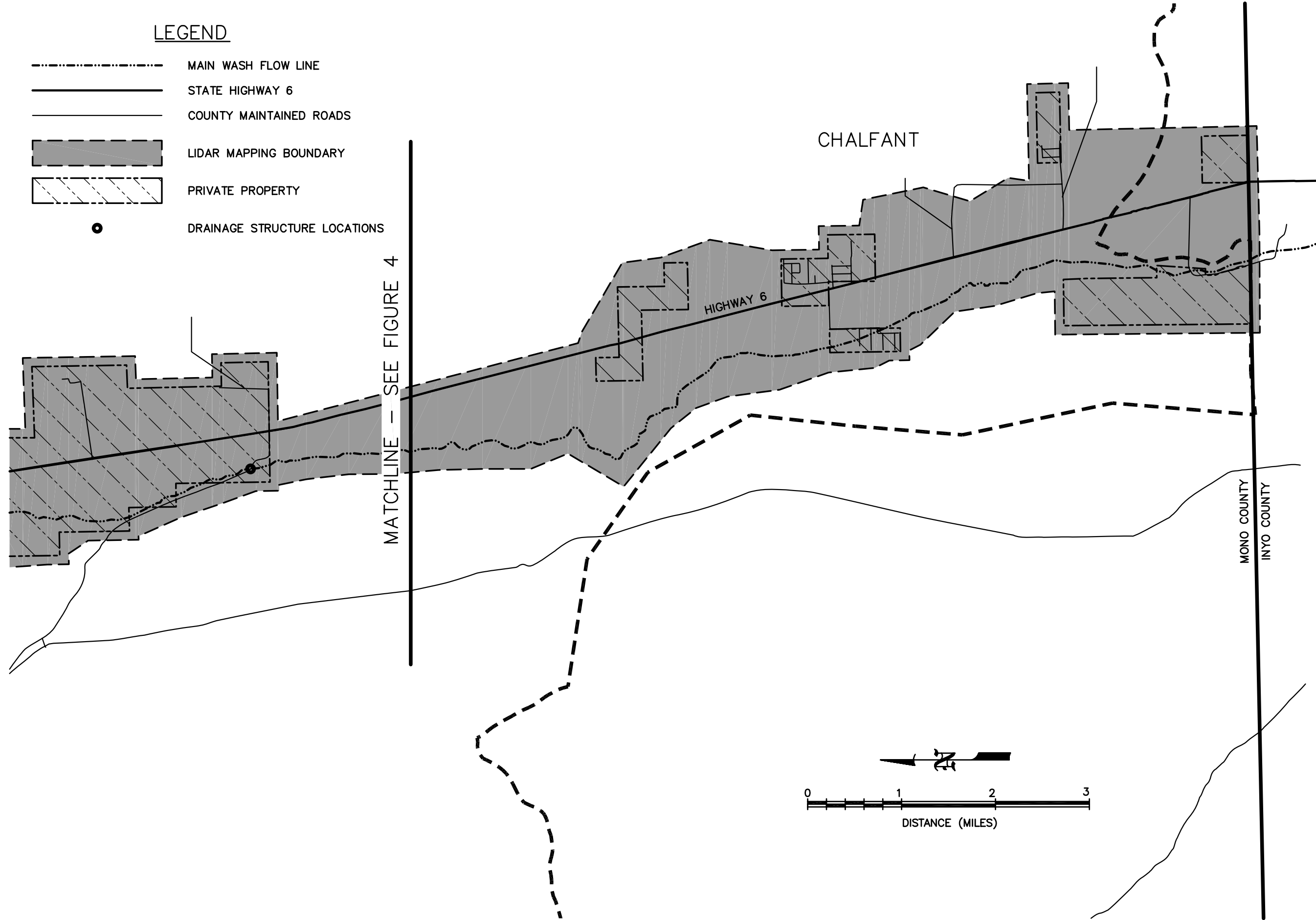
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Figure

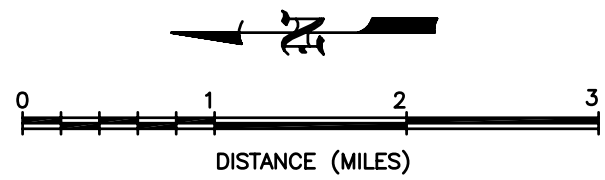
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LEGEND

-  MAIN WASH FLOW LINE
-  STATE HIGHWAY 6
-  COUNTY MAINTAINED ROADS
-  LIDAR MAPPING BOUNDARY
-  PRIVATE PROPERTY
-  DRAINAGE STRUCTURE LOCATIONS



MATCHLINE – SEE FIGURE 4



MONO COUNTY PUBLIC WORKS DEPARTMENT

TRI-VALLEY LIDAR RFP
FLOODPLAIN MANAGEMENT PROGRAM
 Mono County, California

DRAINAGE STRUCTURES - CHALFANT

| | | | | |
|---------------|-----------|-------|------|----------|
| Drawing Date: | 6/04/08 | Rev.# | Date | Revision |
| Prepared By: | G. HIGERD | | | |
| Checked By: | K. GARCIA | | | |
| Approved By: | E. NIKIRK | | | |

Figure

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ATTACHMENT 1

MONO COUNTY DEPARTMENT OF PUBLIC WORKS REQUEST FOR PROPOSALS

PROJECT DELIVERABLES

The following project deliverables are provided to inform prospective consultants of Mono County's expectations relative to the project approach. This scope of work should be used as a basis for the proposal, but the proposal may also include variations to this approach which the prospective consultant foresees will improve the quality of the project.

| PROJECT DELIVERABLES | |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pre-Project Deliverables | |
| 1. | A map showing the study area boundaries and flight path, at a medium scale (1:24,000) or small scale (1:50,000). |
| 2. | Documentation specifying altitude, airspeed, scan angle, scan rate, LIDAR pulse rates, and other flight and equipment information deemed appropriate. |
| 3. | A chart of areas of high PDOP or a list showing the time of the beginning and end of high PDOP. |
| Post-Project Deliverables | |
| 4. | A LIDAR system data report that includes: |
| | Final LIDAR pulse rates, scan rates, and scan angle. |
| | Capability for multiple returns from single pulses. |
| | Accuracy and precision of the LIDAR data acquired. |
| | Accuracy of the topographic surface products. |
| | Any other data deemed appropriate. |
| | A digital spatial index showing the orientation of all data tiles within the project site with tile labels corresponding to the CD (or other media) ID and file name on that CD. |
| 5. | A flight report that includes: |
| | Mission date, time, flight altitude, airspeed, etc. |
| | Information about GPS-derived flight tracks. |
| | Detailed description of final flight line parameters and GPS controls. |
| | Include ground truth and complementary reference data. |
| 6. | A ground control report that includes: |
| | All pertinent base station information and mission notes. |
| | Information on GPS station monument names and stability. |
| | Ellipsoid model used as part of collection. |

| | |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Geoid model used to compute orthometric heights. |
| 7. | A data post-processing report that includes: Procedures for selection of postings, and all orthometric values of x, y, and z coordinates for LIDAR returns. Elevations shall be orthometric heights. |
| 8. | A system calibration report. |
| Delivery of Digital Data | |
| 9. | All raw data sets, dataset of survey points filling voids, dataset of transects (if generated), and bare-earth DTM data. |
| 10. | Uniformly spaced 1 meter grid DEM(s), on ISO 9660 standard CD-ROM (or DVD) media. |
| 11. | ASCII data files for drainage facility survey and notes describing invert and crown at both inlet and outlet, along with top of road elevations. In addition, data will describe size, shape, material, and entrance condition for each facility. |

ATTACHMENT 2

MONO COUNTY DEPARTMENT OF PUBLIC WORKS REQUEST FOR PROPOSALS

COST PROPOSAL

| Item | Task Description | Cost |
|--------------------------------------------------------------|--------------------------------------------|------|
| Tri-Valley LIDAR Mapping and Drainage Facility Survey | | |
| 1. | Project Mobilization | |
| 2. | Ground Control | |
| 3. | Drainage Facility Surveying (20 locations) | |
| 4. | LIDAR data acquisition | |
| 5. | LIDAR data processing (1m DEM) | |

Subtotal: _____

| Additional Option 1 - Black Lake LIDAR Mapping | | |
|-------------------------------------------------------|-----------------------------------------------------------------------|--|
| 6. | Ground Control | |
| 7. | Drainage Facility Surveying (12 locations west of Benton Hot Springs) | |
| 8. | LIDAR data acquisition | |
| 9. | LIDAR data processing (1m DEM) | |

Subtotal: _____

| Additional Option 2 - City of Bishop LIDAR Mapping | | |
|-----------------------------------------------------------|--------------------------------|--|
| 10. | Ground Control | |
| 11. | LIDAR data acquisition | |
| 12. | LIDAR data processing (1m DEM) | |

Subtotal: _____

Total: _____

ATTACHMENT 3

MONO COUNTY DEPARTMENT OF PUBLIC WORKS REQUEST FOR PROPOSALS

EVALUATION MATRIX

| Evaluation Criteria | Maximum Points | Rating |
|-------------------------------------------|-----------------------|---------------|
| Successful completion of similar projects | 30 points | |
| Quality of staff for work to be done | 30 points | |
| Value | 30 points | |
| General quality of proposal | 10 points | |
| TOTAL | 100 Points | |

ATTACHMENT 4

MONO COUNTY DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS

CD WITH MAPPING BOUNDARY IN GIS (.shp) FORMAT

GIS files are in NAD 83, California State Plane Coordinates, Zone III.

ATTACHMENT 5

MONO COUNTY DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS

DRAFT AGREEMENT

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
_____ PROVIDING FOR
SURVEYING SERVICES RELATED TO
LIDAR DATA COLLECTION AND PROCESSING**

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 surveying services of _____ (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, 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 services and work to be performed under this Agreement shall be based upon the County’s need for such services or work.

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 is July 15, 2008 to December 31, 2008, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment B), attached hereto and by reference incorporated herein, for the services and work described in Scope of Work (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 _____ (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, not more than once per month, 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 at the conclusion of the work. All statements submitted in request for payment should 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 and concise regarding work performed during that billing period. The County shall make payment to Contractor within 30 days of receipt of an itemized statement. Should Contractor produce incorrect invoices, the County shall withhold payment until corrected.

F. Federal and State Taxes.

(1) 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 has no obligation to withhold any taxes or payments from sums paid by 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.

(3) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually by the County to the Internal Revenue Service and the California 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 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 execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services and work 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 and work identified in Attachment A, 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 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 County.

8. PUBLIC WORK

The parties believe that any work performed by Contractor under this Agreement does not constitute a "public work" for which prevailing wages must be paid under Section 1771 of the California Labor Code. Nevertheless, to extent Contractor or any subcontractor under it is ever required to pay such wages, Contractor does hereby knowingly and voluntarily waive any right of contribution or indemnification it might otherwise have against the County related to the payment of said wages.

9. INSURANCE

A certificate of insurance, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by the Contractor. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

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 work and services to be performed by Contractor under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will 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 will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. Contractor will provide the County a copy of the policy and a certificate of insurance showing the County as "an additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County Risk Manager.

B. Business Vehicle.

If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

C. Workers' Compensation.

Contractor shall provide worker's compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing work and services 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 with and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees.

D. Professional Liability Insurance.

Contractor shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$2,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by Contractor.

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 the contract of 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 work.

(3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E. Deductible and Self Insured Retentions.

Any deductibles or self insured retentions must be declared and approved by Mono County Risk Manager. If possible the Insurer shall reduce or eliminate such deductibles or self insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the Contractor shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, employees, and subcontractors 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 services and work 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 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, employees, and subcontractors 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, or sex. Contractor and its agents, officers, employees, and subcontractors 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 canceled by the County without cause, and at will, for any reason by giving to Contractor 15 days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving 15 days' written notice of such intent to cancel to the County.

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 services and work requested by the County in a timely manner, or fails in any way as required to conduct the services and work 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, 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 services and work 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 mail to the respective parties as follows:

County of Mono:

Department of Public Works

Post Office Box 457

Bridgeport, California 93517

(760) 932-5440

Contractor:

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: Evan Nikirk

Name: _____

Title: Public Works Director

Title: _____

Date: _____

Firm: _____

Approved as to Form:

Date: _____

Tax ID: _____

DRAFT

County Counsel Date

DRAFT

Risk Management Date

DRAFT

DRAFT

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
_____ PROVIDING FOR
SURVEYING SERVICES RELATED TO
LIDAR DATA COLLECTION AND PROCESSING**

TERM:

FROM: July 15, 2008

TO: December 31, 2008

SCOPE OF WORK:

Labor, equipment, materials, and supplies associated with LIDAR mapping and ground surveying services in the Tri-Valley area, in accordance with the request for proposals presented in Attachment A1, attached hereto and by reference incorporated herein. The scope shall include office work as may be necessary, including background research, calculations, and data entry. Work products and project work shall be completed consistent with generally-accepted practices for the industry. The project scope shall not be exceeded, 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.

WORK SCHEDULE:

Work tasks shall be coordinated with the Public Works Director or his designee. Work shall be conducted with the intended completion date of December 31, 2008

DRAFT

DRAFT

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
_____ PROVIDING FOR
SURVEYING SERVICES RELATED TO
LIDAR DATA COLLECTION AND PROCESSING**

TERM:

FROM: July 15, 2008

TO: December 31, 2008

SCHEDULE OF FEES:

Project expenses shall be billed in accordance with Contractor's proposal presented in Attachment B1, attached hereto and by reference incorporated herein. The total project cost shall not exceed _____, 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.