

School Zone Access and Safety Audit - Services Agreement

This Agreement is entered into on the _____, by and between **Gulf Regional Planning Commission** (hereinafter referred to as "GRPC") and _____ (hereinafter referred to as "Consultant").

WHEREAS, Gulf Regional Planning Commission has a need for a Consultant with specific expertise in traffic circulation and safety assessments near school zones, and,

WHEREAS, Consultant agrees to render the professional services, described in Paragraph 1, "Scope of Services";

NOW THEREFORE, the parties mutually agree as follows:

- 1. Scope of Services (Deliverables) and Period of Performance.** The Consultant shall undertake, and complete Scope of Work as described in *Attachment A*. The period of performance of service under this Agreement shall begin on _____ and end on _____.
- 2. Compensation.** Consultant agrees to work in good faith to provide the services described above and to complete all assigned work within the total amount approved for this Agreement. GRPC shall pay Consultant after the Board of Commissioners Meeting immediately following the conclusion of this Agreement, an amount not to exceed \$ _____ for the performance of this Agreement. The Consultant shall submit a final invoice to GRPC no later than one week prior to the scheduled Board Meeting in order for it to be included on the GRPC meeting agenda.
- 3. Relationship of the Parties.** The relationship of the Consultant to GRPC is that of an independent contractor and as such, the Consultant will not for any reason make any claim, demand or application for any right or privilege applicable to an officer or employee of GRPC, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- 4. Ownership of Documents and Work Product.** Unless expressly prohibited by the Consultant and agreed to by GRPC prior to the start of this Agreement, GRPC shall have permission to use all materials presented and produced by the Consultant in the performance of this Agreement.
- 5. Record Retention and Access to Records.** Consultant shall maintain and make available to GRPC any financial records, supporting documents, and statistical records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years following the conclusion of performance under this Agreement. However, if any litigation or other legal action arises as a result of performance of this Agreement, the records shall be retained until resolution.
- 6. Modification or Amendment.** Modifications, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto; however, any change, supplement, modification or amendment of any term, provision or condition of this Agreement must be in writing and signed by both parties hereto.
- 7. Scope Changes.** GRPC reserves the right to change the specifications of this Agreement at any time. In the event such specifications are changed, the parties will negotiate any price adjustment that results from the change, if any, and such changes, modifications or amendments shall be reduced to writing and signed by both parties in order to give them legal force and effect.

- 8. Assignment.** Consultant shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without prior written consent of GRPC. Any attempted assignment or transfer of its obligations without such consent shall be wholly void.
- 9. Waiver.** Failure of either party to insist upon strict compliance with any terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.
- 10. Indemnification.** Consultant agrees to indemnify, defend, save and hold harmless GRPC from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Consultant or its agents or employees in the performance of this Agreement.
- 11. Governing Law and Legal Remedies.** This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi. Consultant expressly agrees that under no circumstances shall GRPC be obligated to pay an attorney's fee or the costs incurred by Consultant for any legal action arising from Consultant's performance of its duties under this Agreement.
- 12. Severability.** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13. Availability of Funds.** It is expressly understood and agreed that the obligation of GRPC to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state or federal funds.

a. Suspend or Stop-Work Order. If at any time the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, then this Agreement shall be suspended and a stop-work order issued automatically, for a period not to exceed ten (10) business days, effective immediately upon the date that they said funds are not available. If said suspension or stop-work order becomes necessary, Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension or stop work order. Upon expiration of the ten (10) business days, if they said funds remain unavailable, then the Commission may, at its discretion, elect to terminate this Agreement, or to extend the suspension and stop work-order.

If a suspension or stop work-order is not canceled and the work covered by such suspension or order is terminated, the Consultant shall be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, GRPC may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Consultant. In no event shall GRPC be liable for lost profits or other consequential damages.

- 14. Termination.** Either party may terminate the Agreement by providing the other with a written notice to terminate at least seven (7) days prior to the termination. The parties may mutually terminate the Agreement by written acknowledgement at any time during the term of the Agreement. If the termination is by action of the Consultant, GRPC is not liable for expenses incurred by the Consultant prior to termination. If the termination is by action of GRPC, GRPC shall be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Agreement, based on actual time

and expenses incurred by the Consultant. In no event shall GRPC be liable for lost profits or other consequential damages.

- 15. Title VI.** GRPC is an equal opportunity employer. Executive Order 11246 requires that GRPC do business with organizations that are in compliance with Title VI of the 1964 Civil Rights Act, as amended. During the performance of any Agreement with GRPC, the Consultant agrees to be bound by provisions of Section 202 of Executive Order 11246, as amended, and Executive Orders 11701, 11625, and 11758.
- 16. Immigrant Status Certification.** The Consultant represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Consultant will complete **USCIS Form I-9 (Attachment B)** and provide GRPC the identity documents necessary for GRPC to attest to the veracity of the information provided on the form. The Consultant acknowledges that violation may result in the following: (a) cancellation of any public agreement and ineligibility for any public agreement for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The Consultant also acknowledges liability for any additional costs incurred by GRPC due to such agreement cancellation or loss of license or permit. The Consultant is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.
- 17. Invoice and Pay Method.** Consultant may submit signed invoices through one of two methods; 1) electronically to contactus@grpc.com. Email subject line should read “Consultant Invoice” and attachments will include the signed invoice form and scanned copies of supporting documentation, or 2) via US mail to GRPC – Attn: Kathy Terry, Fiscal Officer, 1635-G Popps Ferry Road, Biloxi MS 39532. No matter which method, invoices and all supporting documentation are required to be received no later than one week prior to the regularly scheduled Board meeting to be processed for consideration at the GRPC Board of Commissioners meetings.
- 18. Sub-agreements under this Agreement.** Unless otherwise authorized in writing by GRPC, the Consultant shall not assign any portion of the work to be performed under this Agreement, or execute any sub-agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of GRPC.
- 19. Disputes.** Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement shall be reviewed by the GRPC Executive Director and if necessary, decided by the GRPC Board of Commissioners. This decision shall be submitted in writing to the Consultant and shall be final and conclusive.
- 20. Compliance with Laws.** Consultant shall comply with all applicable laws, regulations, policies and procedures of the United States or the State of Mississippi that may affect the performance of services under this Agreement. Specifically, but not limited to, Consultant shall not discriminate nor shall any person be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.
- 21. Entire Agreement.** This Agreement constitutes the entire contract of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

22. Special Terms and Conditions. It is agreed and understood by each party to this Agreement that there are no special terms and conditions.

23. General. GRPC shall be notified of any potential conflicts of interest resulting from the representation of other clients by consultant. If such conflicts cannot be resolved to GRPC's satisfaction, GRPC reserves the right to terminate this Agreement.

24. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

BY: _____
Consultant

DATE: _____

Address

BY: _____
John Ledbetter, Chairman
Gulf Regional Planning Commission

DATE: _____

Address

ATTEST: _____

DATE: _____

Scope of Work – Attachment A

Purpose

This Audit is to be used to identify improvement opportunities in and around a school zone to improve vehicular, pedestrian, and bicycle safety and accessibility.

Scope of Work

The Audit will be divided into five (5) Tasks:

- 1) Program Development
- 2) Documentation of Existing Conditions
- 3) Field Audit
- 4) Evaluation of Concepts
- 5) Deliverables

Task 1 – Development of Program

The CONSULTANT will work with GRPC to develop a site-specific safety audit. An Audit Team comprised of a GRPC representative, LPA Officials, School Superintendent, Law Enforcement officials and other local decision-makers will be established. The Audit Team will be used to document safety and access concerns in the study area. GRPC will coordinate program activities.

Task 2 – Documentation of Existing Conditions

Thirteen-hour turning movement traffic counts will be conducted at the study intersections on a typical weekday. The traffic counts will be used to document the existing vehicle, pedestrian, and bicycle traffic traversing the project area and used for analysis of future conditions.

Task 3 - Field Audit

The Consultant will work with the Audit Team to conduct a field review of the project site to document the existing conditions of the study area and the traffic control at the study intersections within the project limits. Existing roadway geometrics will be obtained for each of the roadways within the project study area. The Consultant will provide guidance and answer questions as Team members become familiar with identifying hazards in the field and then noting what opportunities for improvement exist. The Consultant will provide engineering judgment and evaluate all recommendations against standards.

Task 4 – Evaluation of Concepts

Immediately following the field audit, the Consultant will lead a discussion of findings that results in a complete listing of safety and access improvement needs and an initial prioritization of recommendations. The geometric improvements at the study intersections will be evaluated. The site traffic circulation will be evaluated to identify the traffic control recommendations at the project access intersections and to determine if modifications to the access concepts are recommended. Turning radii, truck deliveries, bus traffic, vehicle circulation, pedestrian and bicycle circulation, traffic speed, traffic congestion, safety and other concerns will be considered in the analysis of the study area. Corresponding geometric improvements, sidewalks, pedestrian crossings, signals, bicycle facilities, curb ramps, and other appropriate factors will be recommended to mitigate needs identified in this analysis within the study area.

Task 5 – Deliverables

A final report will be produced that includes photos, conceptual drawings, descriptions of findings, cost estimates for countermeasures, maps, data collected, and other pertinent information to allow stakeholders to use the report in grant-seeking activities, or to otherwise make the recommendations a reality.