



COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES

Interested proposers should submit qualifications via email to:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Attn: Allen McMillen

procurement@cvag.org

**Qualifications must be received to the email address above by
4:00 p.m. PST on January 8, 2024**

Questions regarding this Request for Qualifications should be directed by email to
Allen McMillen at procurement@cvag.org

Issue Date: December 12, 2023

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

NOTICE INVITING QUALIFICATIONS

PROFESSIONAL SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that qualifications will be received by the Coachella Valley Association of Governments ("CVAG"). CVAG invites Statement of Qualifications (SOQ) for the various professional services and will receive such qualifications *only by email* no later than **4:00 p.m. PST on January 8, 2024**. SOQs received after this date will be rejected. SOQs will be submitted to the attention of Allen McMillen at procurement@cvag.org.

CVAG is a joint powers authority (JPA) formed in 1973 with the purpose of coordinating and improving the planning and delivery of governmental responsibilities common to all member entities within the local region. CVAG consists of representatives of 10 cities, one county, and four Native American tribes.

To streamline the procurement process, CVAG is seeking to establish qualified vendor lists ("pools") to enable informal bidding opportunities and provide a ready pool of vendors for recurring and routine professional services to augment its in-house resources to deliver necessary projects and programs with the required expertise and staff capabilities to meet project schedules and/or deadlines.

The professional services offered by the vendors may be for project and non-project related professional services that do not exceed aggregated amounts per CVAG Procurement Policy & Procedures. CVAG is seeking Statement of Qualifications (SOQ) from professional consultants in the following disciplines:

- Architecture
- Civil Engineering
- Construction Management
- Electrical Engineering
- Environmental Planning / Regulatory Compliance
- Geotechnical Engineering / Material Testing / Special Inspection
- GIS & CAD Drafting
- Grant Writing and Management
- Graphics / Visual Design Services
- Landscape Architecture / Planning
- Outreach / Engagement / Communications
- Professional Survey
- Right-of-Way Coordination
- Structural Engineering / Bridge Inspection
- Temporary Traffic Control Services
- Traffic Data Collection
- Traffic Engineering
- Utility / Railroad Coordination

Applicants may submit SOQs for any or all of these disciplines provided they meet the submission requirements. Contracts resulting from this RFQ may vary in scope, amount and duration. The Projects may require coordination with various Federal, State, and/or local agencies including cities, school districts, railroad companies, utility companies, property owners, businesses and residents.

It is anticipated that only local funding will be used for the professional services contracted through this RFQ. All work performed by selected firms will be per applicable County, AASHTO, and Caltrans standard practices, regulations, policies, procedures, manuals and standards, as appropriate and may also include compliance with Federal Highway Administration requirements.

CVAG requires that all firms obtain the full content of this Request for Qualifications (RFQ) and any addenda via CVAG's website located at www.cvag.org/proposals.

SOQs will be evaluated and ranked in accordance with this RFQ. Firms selected must be willing to sign an agreement with the terms and conditions required by CVAG.

All questions must be put in writing and must be emailed to the attention of Allen McMillen at procurement@cvag.org and received by CVAG on **January 3, 2024, up to the hour of 4:00 p.m. PST**. Please note that all addenda will be published on the CVAG website. Offerors are encouraged to check the CVAG website regularly since each Offeror will be responsible for downloading the RFQ and any addenda. Offerors that have provided contact information will receive notification of any addenda.

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at Sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available upon request. The successful Proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR"). No proposal will be accepted, nor will any contract be entered into without proof of the Proposer's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

CVAG reserves the right to conduct interviews to better evaluate Proposers. If interviews are conducted, CVAG will notify the short-listed Proposers of the date, time and location.

The award of any contract resulting from this RFQ is subject to the available budget adequate to carry out the provisions of the proposed agreement including the identified scope of services. CVAG reserves the right to reject any or all qualifications determined not to be in the best interest of CVAG.

**Request for Qualifications
For
Professional Traffic Engineering Services**

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I. Background and Introduction

CVAG is a joint powers authority (JPA) formed in 1973 with the purpose of coordinating and improving the planning and delivery of governmental responsibilities common to all member entities within the local region. CVAG consists of representatives of 10 cities, one county, and four Native American tribes.

To streamline the procurement process, CVAG is seeking to establish qualified vendor lists (“pools”) to enable informal bidding opportunities and provide a ready pool of vendors for recurring and routine professional services to augment its in-house resources to deliver necessary projects and programs with the required expertise and staff capabilities to meet project schedules and/or deadlines.

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- Architecture
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- Grant Writing and Management
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- Outreach / Engagement / Communications
- Professional Survey
- Right-of-Way Coordination
- Structural Engineering / Bridge Inspection
- Temporary Traffic Control Services
- Traffic Data Collection
- Traffic Engineering
- Utility / Railroad Coordination

Applicants may submit SOQs for any or all of these disciplines provided they meet the submission requirements. The total contract amount of each contract will vary over up to a five (5) year performance period. The Projects may require coordination with various Federal, State, and/or local agencies including cities, school districts, railroad companies, utility companies, property owners, businesses and residents.

It is anticipated that only local funding will be used for the Professional Services contracted through this RFQ. All work performed by selected firms will be per applicable County, AASHTO, and Caltrans standard practices, regulations, policies, procedures, manuals and standards, as appropriate and may also include compliance with Federal Highway Administration requirements.

CVAG requires that all firms obtain the full content of this Request for Qualifications (RFQ) and any addenda via CVAG's website located at www.cvag.org/proposals.

SOQs will be evaluated and ranked in accordance with this RFQ. Firms selected for proposals must be willing to sign an agreement with the terms and conditions required by CVAG in subsequent Request(s) for Proposals and attachments.

All questions must be put in writing and must be emailed to the attention of Allen McMillen at procurement@cvag.org and received by CVAG on **January 3, 2024, up to the hour of 4:00 p.m. PST**. Please note that all addenda will be published on the CVAG website. Offerors are encouraged to check the CVAG website regularly since each Offeror will be responsible for downloading the RFQ and any addenda. Offerors that have provided contact information will receive notification of any addenda.

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at Sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available upon request. The successful Proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR"). No proposal will be accepted, nor will any contract be entered into without proof of the Proposer's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

CVAG reserves the right to conduct interviews to better evaluate Proposers. If interviews are conducted, CVAG will notify the short-listed Proposers of the date, time and location.

The award of any contract resulting from this RFQ is subject to the available budget adequate to carry out the provisions of the proposed agreement including the identified scope of services. CVAG reserves the right to reject any or all qualifications determined not to be in the best interest of CVAG.

II. Request For Qualifications

A. Scope of Services

The Services sought under this Request for Qualifications (“RFQ”) are set forth in more detail in [Section V: Scope of Services](#) herein. Notwithstanding the inclusion of such Services herein, upon issuance of subsequent Requests for Proposals and contracts, the final Scope of Services negotiated between Coachella Valley Association of Governments (“CVAG”) and the successful Proposer(s) shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between CVAG and the successful Proposer(s). A copy of the Agreement is attached hereto as [Attachment “B”](#) and incorporated herein by this reference.

B. Procurement Manager

The procurement manager for CVAG regarding this RFQ will be Allen McMillen, Management Analyst II, (760) 346-1127, procurement@cvag.org, or a designated representative, who will coordinate the assistance to be provided by CVAG to the Offeror for this RFQ.

C. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical, must be requested in writing and emailed to the CVAG procurement manager for this RFQ.

All written questions, if answered, will be answered in writing via an Addendum, conveyed to all interested Offerors who have provided contact information, and posted to the CVAG website. Oral statements regarding this RFQ by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing via email by 2:00 PM local time on the date identified in [Section IV.A. Selection Schedule](#) herein.

D. Pre-Submittal Meeting

There will be no Pre-Submittal meeting for this RFQ.

E. Term of Contract

Contracts entered into for Professional Services will typically be for three (3) years with up to two (2) successive one-year terms by mutual agreement of the Parties. Extension to a contract shall be subject to the availability and appropriation of funds and will be at the same awarded contract unit prices and under the same terms and conditions as specified herein.

III. Submission Requirements

A. General

Qualifications shall be submitted by email in Adobe Printable Document Format (pdf), identified in the subject line as “Professional Services Qualifications” to Allen McMillen, procurement@cvag.org. Qualifications shall consist of a Statement of Qualifications (“SOQ”) and

be submitted (emailed) in one email submission. The file name shall designate the contents accordingly. Only one email submittal per consultant will be considered.

It is strongly recommended that the Offeror submit a SOQ in the format identified in this RFQ to allow CVAG to fully evaluate and compare qualifications. All requirements and questions in the RFQ should be addressed and all requested data shall be supplied. CVAG reserves the right to request additional information which, in CVAG's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to this RFQ.

The SOQ should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Responses should emphasize the Offeror's demonstrated capability and competence to perform the Scope of Services. Technical literature that supports the Offeror's approach to providing the Services may be submitted to CVAG in conjunction with the SOQ. Emphasis should be concentrated on completeness and clarity of qualifications.

Offerors are encouraged to visit the project location, as applicable, to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the services within the terms of this SOQ; and correlate its observations, investigations, and determinations with the requirements of the SOQ.

The SOQ shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Offeror.

B. Content and Format of Statement of Qualifications

The Statement of Qualifications ("SOQ") shall be concise, well organized and demonstrate qualifications and applicable experience. The SOQ shall be organized and include page numbers for all pages in the document. The SOQ shall be emailed (.pdf file) as an attachment and submitted to the Procurement Manager.

The SOQ shall be limited to a total of 15 pages. The Cover Page, Cover Letter, Appendices and page separators will not count toward the page limit. Qualifications shall be presented in the following order and shall include:

1. Cover Letter. This letter shall be a maximum of two pages, shall be addressed to Jonathan Hoy PE, Director of Transportation and shall, at a minimum, contain the following:
 - Identification of Consultant that will have contractual responsibility with CVAG. Identification shall include legal name of company, corporate address, telephone, and fax number. Include name, title, address, and telephone number of the contact person identified during period of qualification evaluation.
 - Identification of all proposed Subcontractors including legal name of company, contact person(s) name and mailing address, phone number and email address. Relationship between Consultant and Subcontractors, if applicable.

- Acknowledgment of receipt of all RFQ addenda, if any. Note: All addenda posted on www.cvag.org/proposals for this solicitation shall be signed by the proposer and included in the appendices.
 - A statement to the effect that the SOQ shall remain valid for a period of not less than 365 days from the date of submittal.
 - A statement that the Consultant does not have any personal, business, or financial relationship with the Contractors and Subcontractors that will be pursuing the work.
 - Signature of a person authorized to bind Consultant to the terms of the SOQ.
 - Signed statement attesting that all information submitted with the qualifications is true and correct.
2. Qualifications, Related Experience and References. This section of the SOQ should establish the ability of Consultant to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; strength and stability of the Consultant; staffing capability; workload; record of meeting schedules on similar projects; and at least three supportive client references. Consultant to:
- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.
 - Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant's ability to complete the Project.
 - Describe the firm's capabilities and experience in providing professional services proposed by the Consultant.
 - A minimum of three (3) references should be given. Furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant also may supply references from other work not cited in this section as related experience.
3. Proposed Staffing and Project Organization. This section of the SOQ should establish the method typically used by the Consultant to manage projects as well as identify key personnel and sub-consultants assigned. Consultant to:
- Provide education, experience, and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
 - Furnish brief resumes of key personnel highlighting their skill, knowledge, and understanding of applicable subject matter, experience on comparable projects, education, and applicable professional credentials
 - Identify key personnel proposed to perform the work for the requested services. Include the person's name, a description of the experience and qualifications, and descriptions of relevant projects previously performed by the staff proposed. The descriptions should include what services were performed, the date of the project, and unique features of the project which would be beneficial to CVAG.
 - Include a project organization chart that clearly delineates communication and reporting relationships among the proposed personnel, including subconsultants.
 - Include a statement that key personnel will be available to the extent proposed for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written consent of CVAG.

4. Appendices:

- Proposed Services: The Consultant shall complete the RFQ Response Form in [Attachment "A"](#) to this RFQ and include it in the Appendices.
- Recent and Relevant Projects: Provide an example of a similar scoped project deliverable conducted within the last three (3) years, or in process if at least in the final draft stage. If published online, the Offeror may provide a link in lieu of inserting a lengthy document into the appendices.
- Litigation: Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.
- Project Team Resumes: Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.
- Changes to Professional Services Contract: CVAG's standard professional services contract is included as [Attachment "B"](#) in this Request for Qualifications. The Offeror shall review with proposed subconsultants and identify from Offeror or proposed subconsultants any objections to and/or request changes to the standard contract language in this section of the qualifications.

C. Content and Format of Fee Proposal

Provide separate from the Technical Proposal a Fee Proposal for professional services the Consultant proposes to provide to CVAG. The proposal shall be emailed (.pdf file) as an attachment(s) and submitted via email to the Procurement Manager.

The Fee Proposal shall be presented in a table format organized by key service categories proposed and shall consist of a schedule of fully burdened hourly rates for each consultant staff, subconsultant providing the proposed Professional Services and as applicable, laboratory services unit prices. The Fee Proposal shall also include subconsultant mark-up, and as applicable, hourly rates for equipment.

Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the Fee Proposal.

Consultant must provide sufficient supporting documents to justify labor rates, overhead rates, and fringe benefit rates. It is highly recommended that consultants have a recently approved Indirect Cost Rate from Caltrans.

D. No Deviations from the RFQ

In submitting qualifications in response to this RFQ, Offeror is certifying that it takes no exceptions to this RFQ including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the qualifications and may be reason for rejection of the qualifications. As such, Offeror is directed to carefully review the proposed Agreement, the insurance and indemnification provisions therein.

E. Additional Stipulations

CVAG reserves the right to accept or reject all or any SOQs and to waive any informality, incompleteness, or error in any SOQ. CVAG reserves the right to amend the RFQ or issue to all Offerors addenda to answer questions for clarification.

All SOQs received become the property of CVAG. Once a contract has been awarded, the name(s) of the successful applicant(s) may be made available to the public upon request. All costs incurred by Offerors in the preparation and presentation of their SOQs will be at their own expense, and Offeror materials will not be returned.

Unless specifically requested by CVAG, no amendment, addendum or modification will be accepted after SOQs have been submitted to CVAG. If a change to a SOQ that has been submitted is desired, the submitted SOQ must be withdrawn and the replacement SOQ submitted prior to the deadline stated herein.

A SOQ may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the qualifications.

CVAG will not compensate any Offeror for the cost of preparing any SOQ, and all materials submitted with qualifications shall become the property of CVAG. CVAG will retain all SOQs submitted and may use any idea in submitted SOQs regardless of whether that proposal is selected.

CVAG reserves the right to cancel this RFQ at any time prior to issuing any subsequent Request for Proposal ("RFP") or contract award without obligation in any manner for qualifications preparation, interview, fee negotiation or other marketing costs associated with this RFQ.

Issuance of this RFQ and receipt of SOQs does not commit CVAG to issue a subsequent RFP or to award a contract. CVAG expressly reserves the right to postpone the RFQ for its own convenience, to accept or reject any or all qualifications received in response to this RFQ, to negotiate with more than one Offeror concurrently, or to cancel all or part of this RFQ.

CVAG reserves the right to negotiate any price or provision, task order, RFP, or service; accept any part or all of any qualifications; waive any irregularities; and to reject any and all, or parts of any and all qualifications; whenever, in the sole opinion of CVAG, such action shall serve its best interests and those of the tax-paying public. Any subsequent RFP or Agreement, if any is awarded, will go to one or more Offeror whose qualifications best meets CVAG's requirements.

CVAG may issue a subsequent RFP to one or more Offerors and may contract with one or more Offerors to perform the requested Professional Services.

CVAG reserves the right to negotiate with any, all, or none of the respondents to the RFQ; solicit best and final offers (BAFOs) from all or some of the respondents; accept other than the lowest monetary offer; and award a contract based upon initial offers.

CVAG reserves the right to procure and contract for professional services separately from this RFQ.

IV. Submission Process

A. Selection Schedule

Statements of Qualifications are due on **January 8, 2024, no later than 4:00 p.m. PST**. The schedule below is tentative and CVAG retains the sole discretion to adjust dates:

ACTION	DATE
1. Release of Request for Qualifications <ul style="list-style-type: none">Post to www.cvag.org	December 12, 2023
2. Deadline to Email Questions <ul style="list-style-type: none">Email to procurement@cvag.org	January 3, 2024 (4:00 p.m. PST)
3. Responses to Questions via Addendum <ul style="list-style-type: none">Post to www.cvag.org	January 4, 2024
4. Deadline for Receipt of Qualifications <ul style="list-style-type: none">Email to procurement@cvag.org	January 8, 2024 (4:00 p.m. PST)
5. Evaluation of Qualifications	January 8 – February 2, 2024
6. Expected Contract Award	Various beginning in February 2024

B. Selection Process

CVAG will appoint a selection committee comprised of at least three members, which may include CVAG staff and staff from partnering agencies. The selection committee will review and score the SOQs submitted by the consultants based on the selection criteria and weights identified in the [Section IV.C. Evaluation](#) of this RFQ and establish a preliminary list of qualified consultants and identify which, if any, consultants will be interviewed for final consideration. CVAG may contact previous clients identified in the SOQ at any time prior to the interviews to verify the experience and performance of the consultants.

CVAG will notify consultants on the preliminary list which are to be interviewed and required to provide an oral presentation. CVAG will provide the time and location for the interview. CVAG reserves the right to waive interviews.

During the evaluation process, CVAG reserves the right, where it may serve CVAG's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.

Upon completing the evaluation process, CVAG will establish a final list of qualified consultants ("pool"). The pool will remain valid for up to three (3) years. CVAG reserves the right to conduct additional RFQs to expand and/or refresh the list at any time.

CVAG may enter into Professional Service Contracts with one or more firms in the pool. Contract amounts will be subject to the limits and requirements of CVAG Procurement Policy & Procedures Policy No. 21-04, any subsequent amendment thereto, or as otherwise authorized by the Executive Director and/or Executive Committee.

C. Evaluation

The Selection Committee will score qualifications based on the following scale:

1. Qualifications, Related Experience and References (50%)

This section of the qualifications should establish the ability of the proposed team to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; demonstrated experience working with agencies directly involved in this Project; staffing capability; workload; record of meeting schedules on similar projects; and at least three (3) supportive client references.

CVAG strongly encourages qualifications from qualified small local businesses. It is CVAG's policy to encourage greater availability, capacity development, and contract participation by small local business enterprises in CVAG contracts. It is intended to further CVAG's interest to stimulate economic development in the Coachella Valley through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community. Successful applicants will demonstrate experience and success in comparable projects. References will support examples of success in comparable projects.

2. Proposed Staffing and Organization (40%)

This section of the qualifications should establish the method that will be used to manage the Project as well as identify key personnel assigned.

3. Proposed Hourly Rates (10%)

Successful proposers will propose fees that are cost-effective, sufficiently detailed, and feasible.

D. Protests

Protest procedures and dispute resolution process for the contract portions of the project that are federally funded will be in accordance with the CVAG process. The protest shall be in writing to the attention of the Executive Director and submitted to the attention as follows:

Executive Director
Coachella Valley Association of Governments
74199 El Paseo, Suite 100
Palm Desert, CA 92260

V. Scope of Services

A. General Conditions and Requirements

CVAG is seeking the services of qualified firms to provide a full variety of Professional Services on an as-needed basis. Due to the nature of as-needed services, it is not feasible to define the exact scope of services in advance. Once the qualified pool of consultants is established, CVAG will assign projects based upon the consultant's specialized expertise,

experience, and availability to perform and complete the services in a timely manner at a fair and reasonable price.

CVAG will request a fee proposal from the most qualified consultants in the pool, then negotiate and establish the agreed scope of services, personnel resources, project schedule, conditions, restrictions, and compensation to meet the goals of the project. If there is no agreement with a selected consultant, CVAG reserves the right to request and require additional detailed proposals from the pool of consultants to assist in the selection of a consultant for any particular project with the detailed Professional Services to be provided by the firm with supporting information demonstrating that the requested fee is justified by the level of effort (and related personnel costs) required to provide the services necessary for the project.

When the scope of services and fees has been established, CVAG will issue a contract for each project. A notice to proceed will be issued for each project.

CVAG reserves the right to perform any portion of this scope of services with CVAG staff or any other vendor. For the purposes of this RFQ, the Consultant is requested to assume that no CVAG resources will be available to perform any portion of the scope of services described herein.

CVAG may have the contracted Consultant establish direct contact with member agencies and other stakeholders for the purpose of obtaining information, expertise and assistance in developing project information. The Consultant shall maintain a record of all such contacts and shall provide copies of the contacts and records promptly to CVAG on a regular basis. CVAG will participate in and/or provide prior approval for all intra-agency meetings.

The Consultant shall be responsible for reproduction, binding, circulation, and distribution of all deliverables pursuant to CVAG requirements.

The Consultant has total responsibility for the accuracy and completeness of the deliverables for the Project and shall check all such material accordingly. Reviews by CVAG and stakeholders do not include detailed review or checking of the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant or their sub-consultants shall not incorporate in the Project any materials or equipment of sole source origin without written approval of CVAG.

The deliverables furnished under this Scope of Services shall be of a quality acceptable to CVAG. The criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by CVAG.

The page identifying preparers of engineering reports shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation, as applicable.

The Consultant shall submit all project files to CVAG at the completion of the project. All studies, plans, reports, data, manuals, electronic software developed, databases, spreadsheets and intellectual properties developed during the life of this contract shall become the property of CVAG.

The Consultant shall not suspend performance of the contract during the negotiations of any change in scope of services except as they may be directed by CVAG. The Consultant shall perform all changes in accordance with the terms and conditions of this contract.

The Consultant shall employ risk management techniques that identify potential risks and uncertainties related to the development of the Project. If at any time during the performance of this Scope of Services, the Consultant observes, encounters, or identifies any circumstance that could pose potential risk, the Consultant shall notify CVAG.

B. Quality Assurance

The Consultant has total responsibility for the accuracy and completeness of the deliverables furnished under the Project and shall meet that responsibility through quality assurance practices standard to the profession. The Consultant's quality assurance practices shall ensure the following:

- All work is done in accordance with good engineering practice and all analysis and technical work meets the standards set forth herein.
- A process is established whereby all deliverables and analysis are independently checked, corrected, and backchecked in accordance with accepted practice.
- Deliverables and computations must be accompanied by supporting documentation that may include copies of appropriate lists of deliverables, tables, etc.

C. Project Progress

The Consultant shall establish internal accounting methods and procedures acceptable to CVAG for documenting and monitoring contract costs.

The Consultant shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met, and whether the reasons are within the Consultant's control. In the event the Scope of Services is modified, and the modified Schedule is approved by CVAG, the Consultant shall submit a revised schedule.

On a monthly basis, the Consultant shall prepare and submit to CVAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations, and an outline of the process which the Consultant and CVAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. Progress reports shall include the total number of hours worked by the Consultant's and sub-consultant's personnel. As a minimum, the monthly report should address the following specific areas:

- Time related project status via a bar chart schedule
- Physical progress
- Amendment summary history
- Narrative status report
- Graphical comparisons for actual progress vs. earned and planned progress for physical (%complete), performance (hours complete) and cash flow

Progress meetings between the Consultant and CVAG shall be held to discuss progress, potential problems, plans for the next period, and other progress issues. CVAG will establish with the Consultant the dates and times of these meetings. The Consultant shall provide CVAG with a written agenda for the meeting and prepare written meeting minutes and submit them to CVAG after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues. The Consultant shall submit at each Progress Meeting a four-week horizon schedule to be used in monitoring the progress of the work.

END OF SCOPE OF SERVICES

Attachment A: RFQ Response Form

RFQ RESPONSE FORM			
RFQ: On-Call Professional Services		RFQ Issued:	
SECTION 1: Prime Consultant Information			
Prime Consultant:			
Street Address:	City:	State:	Zip:
Procurement Contact Name:	Title:		
Phone:	Email:		
Registered Business Name with CA Secretary of State:			
Business Entity Type:	State of Incorporation:		
Public Works & Prevailing Wage Contractor Registration Number: <i>(applies to inspectors and field surveyors)</i>			
Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years <i>(attached additional pages as needed)</i> :			
Changes Requested to Professional Services Contract:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, provide attachment in SOQ Appendices
Authorized Contract Signatories:			
Name:		Email:	
Title:		Phone:	
Name:		Email:	
Title:		Phone:	
Reference #1:			
Name:		Email:	
Title:		Phone:	
Agency:		Project:	
Reference #2:			
Name:		Email:	
Title:		Phone:	
Agency:		Project:	
Reference #3:			
Name:		Email:	
Title:		Phone:	
Agency:		Project:	

RFQ RESPONSE FORM

SECTION 2: Subconsultant Information *(Attached additional pages as needed)*

Subconsultant:

Street Address:

City:

State:

Zip:

Contact Name:

Title:

Phone:

Email:

Business Name as Registered with CA Secretary of State:

Business Entity Type:

State of Incorporation:

Public Works & Prevailing Wage Contractor Registration Number:
(applies to inspectors and field surveyors)

(Attach copy in Appendices)

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years:

Subconsultant:

Street Address:

City:

State:

Zip:

Contact Name:

Title:

Phone:

Email:

Business Name as Registered with CA Secretary of State:

Business Entity Type:

State of Incorporation:

Public Works & Prevailing Wage Contractor Registration Number:
(applies to inspectors and field surveyors)

(Attach copy in Appendices)

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years:

RFQ RESPONSE FORM

SECTION 3: Proposed Services (Check box for each professional service proposed to be provided by prime and subconsultant(s) - include name of subconsultants as applicable)

Requested Service	Prime Consultant	Subconsultant (Name)
Architecture	<input type="checkbox"/>	<input type="checkbox"/> _____
Civil Engineering	<input type="checkbox"/>	<input type="checkbox"/> _____
Construction Management	<input type="checkbox"/>	<input type="checkbox"/> _____
Electrical Engineering	<input type="checkbox"/>	<input type="checkbox"/> _____
Environmental Planning / Regulatory Compliance	<input type="checkbox"/>	<input type="checkbox"/> _____
Geotechnical Engineering / Material Testing / Special Inspection	<input type="checkbox"/>	<input type="checkbox"/> _____
GIS & CAD Drafting	<input type="checkbox"/>	<input type="checkbox"/> _____
Grant Writing and Management	<input type="checkbox"/>	<input type="checkbox"/> _____
Graphics / Visual Design Services	<input type="checkbox"/>	<input type="checkbox"/> _____
Landscape Architecture / Planning	<input type="checkbox"/>	<input type="checkbox"/> _____
Outreach / Engagement / Communications	<input type="checkbox"/>	<input type="checkbox"/> _____
Professional Survey	<input type="checkbox"/>	<input type="checkbox"/> _____
Right-of-Way Coordination	<input type="checkbox"/>	<input type="checkbox"/> _____
Structural Engineering / Bridge Inspection	<input type="checkbox"/>	<input type="checkbox"/> _____
Temporary Traffic Control Services	<input type="checkbox"/>	<input type="checkbox"/> _____
Traffic Data Collection	<input type="checkbox"/>	<input type="checkbox"/> _____
Traffic Engineering	<input type="checkbox"/>	<input type="checkbox"/> _____
Utility / Railroad Coordination	<input type="checkbox"/>	<input type="checkbox"/> _____

Attachment B: Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
[INSERT CONSULTANT]

THIS AGREEMENT is made and effective as of [INSERT DATE], 2024 between the Coachella Valley Association of Governments ("CVAG") and [INSERT CONSULTANT] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on [INSERT DATE], 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than [INSERT DATE], [INSERT YEAR] unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one (1) additional one-year term. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **PROFESSIONAL SERVICES** consistent with the provisions of the Request for Qualifications for the proposed [INSERT PROJECT NAME], released on December 12, 2023, (the "RFQ,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFQ and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$[INSERT NOT-TO-EXCEED AMOUNT] without a written amendment.

4. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVAG's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant's Project Manager shall meet with the CVAG Project Manager as needed.

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVAG shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVAG's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVAG. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVAG may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVAG. If CVAG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid unless CVAG agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVAG. Payment of the final invoice shall be subject to approval by the CVAG Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVAG shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this

Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVAG, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not

less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

(e) Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVAG, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its

members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVAG, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVAG's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVAG notice of such court order or subpoena.

(b) Consultant shall promptly notify CVAG should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG's right to review any such response does not imply or mean the right by CVAG to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor.

18. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CVAG: Executive Director
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

To Consultant: [INSERT NAME, TITLE
INSERT CONSULTANT NAME
ADDRESS
CITY, STATE, ZIP]

19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVAG.

20. MANAGEMENT

CVAG's Executive Director shall represent CVAG in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to this Agreement. CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

23. GOVERNING LAW

CVAG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVAG Executive Director or designee. Consultant shall give CVAG written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

24. FINAL PAYMENT CERTIFICATION AND RELEASE

CVAG shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVAG written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVAG to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVAG shall be subject to any unsatisfied lien or claim arising out of this Agreement.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

[INSERT CONSULTANT]

By: _____
[INSERT NAME, TITLE]

EXHIBIT “A”
SCOPE OF WORK

EXHIBIT “B”
PRICE FORMULA