



COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES

Interested bidders should submit qualifications via email to:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Attn: Allen McMillen

amcmillen@cvag.org

**Qualifications must be received to the email address above by
2:00 p.m. PST on Thursday, September 28, 2023**

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

Issue Date: September 1, 2023

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

NOTICE INVITING QUALIFICATIONS

PROFESSIONAL TRAFFIC ENGINEERING SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that qualifications will be received by the Coachella Valley Association of Governments (“CVAG”). CVAG invites qualifications for the above stated services and will receive such qualifications only by email no later than **2:00 p.m. PST on Thursday, September 28, 2023**. Qualifications received after this date will be rejected. Qualifications should be submitted to the attention of Allen McMillen at amcmillen@cvaq.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.

CV Sync is an innovative project and approach to improving how residents and visitors travel in the Coachella Valley. The project consists of upgrading existing traffic signal controllers and revolutionizing the way traffic is managed by using the latest off-the-shelf technologies to coordinate traffic on major roadways. The project is being constructed in phases; the first phase is now operational and includes Highway 111, Ramon Road and Washington Street. The second phase includes 18 additional roadways, with two more roadways included in a third phase. Ultimately, the project will include over 120 corridors and over 550 traffic signals in the Coachella Valley

CV Sync consists of upgrading the local agencies' existing legacy traffic signal controllers, traffic management systems, and communication systems with the latest off-the-shelf technologies in order to provide inter-agency traffic signal synchronization. The project improvements include advanced traffic management systems (ATMS), advanced transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as Integrated Corridor Management (ICM), Smart Cities, and connected and autonomous Vehicles.

The project has already implemented a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC) that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance. CVAG and each participating city have agreed that CVAG will be responsible for the management of the traffic signal synchronization, ITS and transportation management programs. CVAG and the participating agencies are developing detailed protocols for operation and maintenance of the entire system through the project Transportation Systems Management and Operations (TSMO) committee.

CVAG is seeking one or more part-time, on-call consultants to establish a pro-active approach to resolving traffic-related issues and assist CVAG and the participating agencies in the operation and management of the CV Sync system.

The Consultant shall have staff who are knowledgeable in traffic signal timing, capacity analysis, traffic operations, channelization and signing design, traffic studies relating to private development and corridor enhancements, traffic calming techniques, grant funding, traffic operations, safety studies and reports, investigating complaints and claims, the WATCH Manual for construction traffic control, and communicating with the public.

The Consultant must have the ability to collect and analyze field data, develop solutions for traffic engineering and safety issues, oversee traffic signal operations, develop traffic control signage and marking plans, and develop alternative traffic calming programs

CVAG requires that on-call services may need to be performed on-site at the CVAG Regional Traffic Management Center located at 73-710 Fred Waring Drive, Suite 214, Palm Desert, CA 92260, in the field at locations along the CV Sync Phase 1 & Phase 2 corridors, and at the Consultant's off-site office location. Specific hours of on-call availability will be pre-arranged with the CVAG CV Sync Program Manager.

The successful Consultant will have a minimum of eight years of experience in preparing traffic studies, signing, pavement marking, and signal plans, and be a registered civil or traffic engineer in the State of California.

The Consultant will provide traffic engineering guidance to the assigned traffic signal maintenance group.

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.

Submittals will be evaluated and ranked in accordance with the Request for Qualifications. 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 amcmillen@cvag.org and received by CVAG on **September 14, 2023, up to the hour of 2:00 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

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92260, in the field at locations along the CV Sync Phase 1 & phase 2 corridors, and at the Consultant's off-site office location. Specific hours of on-call availability will be pre-arranged with the CVAG CV Sync Program Manager.

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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 in [Section V: Scope of Services](#) herein, upon issuance of subsequent Requests for Proposals submitted to selected Offerors from the RFQ, 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, amcmillen@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.

III. Submission Requirements

A. General

Qualifications shall be submitted by email in Adobe Printable Document Format (pdf), identified in the subject line as “Traffic Engineering Services Qualifications” to Allen McMillen, amcmillen@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 the 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 30 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 two page maximum, 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.
 - 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, and 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; work load; 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 experience in performing work of a similar nature to that solicited in this RFQ and highlight the participation in such work by the key personnel proposed for assignment to this Project.
- Describe experience in working with the various government agencies and private entities that may have jurisdiction over the approval of the work specified in this RFQ. Please include specialized experience and professional competence in areas related to this RFQ.
- 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.
- Provide a statement affirming that proposed Consultant personnel have knowledge and skills in operating the following OS systems:
 - Kinetics - Traffic Management Software
 - Q Free Intelite Controllers/Software
 - Econolite Controllers
 - Genetec Security Desk – Basic Operator
 - FLIR / Acyclica Travel Time Software

3. Proposed Staffing and Project Organization. This section of the qualifications should establish the method that will be used by the Consultant to manage the Project 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 (not more than two (2) pages each) for the proposed Project Manager and other key personnel in the appendix, include copy of their certifications
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

- Include a project organization chart that clearly delineates communication and reporting relationships with CVAG among the project staff and 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:

- 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. 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.

D. Additional Stipulations

Submittal packages received after the stipulated date and time will be rejected and returned to the applicant. CVAG reserves the right to accept or reject all or any qualifications and to waive any informality, incompleteness, or error in any qualifications.

All qualifications 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 qualifications will be at their own expense, and Offeror materials will not be returned.

CVAG reserves the right to amend the RFQ or issue to all Offerors addenda to answer questions for clarification.

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

A qualification 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 qualifications, and all materials submitted with qualifications shall become the property of CVAG. CVAG will retain all qualifications submitted and may use any idea in submitted qualifications 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 qualifications does not commit CVAG to issue a 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 Services.

IV. Submission Process

A. Selection Schedule

Qualifications are due on **September 28, 2023, no later than 2:00 p.m. PST**. A Selection Committee comprised of CVAG and partnering agency staff may choose one or more Offerors for subsequent Request(s) for Proposals (“RFP”). CVAG may interview Proposers selected for one or more RFP. Applicants invited to an interview will be notified by **5:00 p.m. PST on November 21, 2023**. Interviews will be scheduled to occur **November 29 - 30, 2023** at a time and location to be provided by CVAG. Proposers are to hold the interview dates until confirmed by CVAG. The tentative schedule is as follows:

ACTION	DATE
1. Release of Request for Qualifications <ul style="list-style-type: none">• Post to www.cvag.org	September 1, 2023
2. Deadline to Email Questions <ul style="list-style-type: none">• Email to amcmillen@cvag.org	September 14, 2023 (2:00 p.m. PST)
3. Responses to Questions via Addendum <ul style="list-style-type: none">• Post to www.cvag.org	September 21, 2023

ACTION	DATE
4. Deadline for Receipt of Qualifications • Email to amcmillen@cvag.org	September 28, 2023 (2:00 p.m. PST)
5. Evaluation of Qualifications	September 29 – October 19, 2023
6. Issuance of Request for Proposals to Selected Offerors	October 20, 2023
7. Finalist Interviews (Offerors are to hold these dates until confirmed)	November 29 – 30, 2023
8. Expected Contract Award	January 2024
9. Notice to Proceed	February 2024

The above scheduled dates are tentative and CVAG retains the sole discretion to adjust the above schedule.

B. 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 Project Organization (50%)

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

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.

C. Selection

It is CVAG's intent to select from subsequent Request for Proposals one or more Proposers evidencing demonstrated competence and professional qualifications to perform the Services; however, CVAG is not bound to such selection. CVAG reserves the right to reject all qualifications, select by qualifications review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection for RFP will be made. The successful Proposer will be selected on the basis of information provided in the RFQ, subsequent RFP(s), in-person presentations, and the results of CVAG's research and investigation.

Upon selection of Offeror(s), CVAG will issue a RFP. Upon selection of a Proposer, CVAG will endeavor to negotiate a mutually agreeable professional services agreement with the selected Proposer. In the event that CVAG is unable to reach agreement, CVAG will proceed, at its sole discretion, to negotiate with the next Proposer selected by CVAG. CVAG reserves the right to contract for services in the manner that most benefits CVAG including awarding more than one contract if desired.

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 Director of Transportation and submitted to the attention as follows:

Allen McMillen, Management Analyst II
Coachella Valley Association of Governments
74199 El Paseo, Suite 100
Palm Desert, CA 92260
amcmillen@cvag.org

V. Scope of Services

A. General Conditions and Requirements

CVAG requires the services of a competent traffic engineering consulting firm to provide traffic engineering services are described herein.

The number of Consultant personnel required is expected to fluctuate based upon the schedule of work and needs of the Project. The progress of the work will be monitored and administered pursuant to the Project requirements.

CVAG reserves the right to perform any portion of this scope of services with CVAG staff if resources are available. 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 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 maintain a set of project files indexed as approved by CVAG. 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 this 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.

This will be a project-specific contract between CVAG and the selected Consultant for the performance of services with a defined scope of services. It is anticipated that the contract resulting from this solicitation, if awarded, will be a cost-plus fixed fee contract, with a total not-to-exceed amount based on tasks specified in the Scope of Services.

B. Program and Project Management

CVAG will serve as the contract manager. CVAG will typically serve as direct liaison between the Consultant and other cities, agencies, and stakeholders, unless otherwise directed by CVAG.

In addition to necessary technical-focused meetings with CVAG, which may or may not need to be in person, the Consultant shall make provisions to conduct an in-person kick-off meeting; bi-weekly progress meetings with CVAG; and the various events and meeting with communities, users and stakeholders as proposed in this Scope of Services.

The Consultant will conduct a project kickoff meeting with CVAG to refine and clarify the project's objectives. The Consultant shall provide an anticipated project schedule at the meeting. CVAG supplied materials will be provided at this time. The Consultant may conduct bi-weekly project meetings.

C. 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.

D. 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.

E. Required Services

1. Provide technical support, prepare plan sheets (in Bluebeam), and stamp design plans as Engineer of Record for traffic signal or signing and striping modifications, and traffic signal timing modifications.
2. Prepare work orders for signing, striping, and traffic signal changes including diagrams to clarify the work that must be performed.
3. Perform concept and feasibility studies of intersection and street design alternatives including preparing preliminary design reports. This includes drafting and computer aided drafting support.
4. Prepare final plans (in Bluebeam on plan sheets), specifications, record drawing, utility, or other searches, cost estimates (opinions of construction cost), and other design related documents. Review and recommend award of construction contracts. This includes preparing record ("as built") drawings upon completion of construction. Be Engineer of Record on plans.
5. Collect data and prepare traffic capacity/level of service analyses for intersections and street segments.
6. Collect and analyze data needed for grant applications.
7. Prepare public transit service feasibility and modification studies.
8. Collect data and prepare traffic signal and stop sign warrant analysis as well as updating speed surveys for posting speed limits and curve advisory signs.
9. Monitor the Regional Traffic Management Center, implement traffic timing in coordination with the CV Sync system, and solve communication problems. Monitoring traffic flow from the live feed of the video cameras and adjusting timing to respond to traffic incidents impacting traffic flow on the city's most heavily traveled corridors.
10. Monitor the traffic flow during special events and coordinate timing changes as needed.
11. Research equipment specs and obtain bids, process purchase orders, and coordinate the repair of traffic signal equipment with and without warranty coverage.
12. Assist with citizen requests, especially those which require collecting and analyzing data for traffic calming requests. Conduct neighborhood traffic management charrettes and/or studies as needed.
13. Provide technical input to city staff with signing and striping changes, signal equipment upgrades and parts, collision analysis, speed limits, traffic volume data and other work performed by City staff, including crafting responses to citizen complaints or media requests.

14. Respond to data and other requests from Caltrans, CV Sync participating agencies, Riverside County Transportation Commission, Riverside County, SunLine Transit and others.
15. Review work zone traffic plans for capital improvement projects, utility projects, and developer projects and advise City on potential issues.
16. Update City with new California edition - Manual of Uniform Traffic Control Device standards for traffic control devices which may need be implemented/updated.
17. Prepare and present education and safety training.
18. Process data from connected and autonomous vehicles and other sources to provide real time data to members of the public.
19. Adjust signal timing based on real time data.
20. Attend monthly coordination and other project meetings as necessary.
21. Individual Project Task Order: Upon request by CVAG, Consultant will submit for CVAG review an individual task proposal including all information required to complete a Task Order for the individual project. A sample Task Order form is attached as [Attachment "A"](#). The Task Order proposal will identify the specific tasks to be performed by the Consultant. Tasks will be listed in chronological order reflecting the entire scope of services as requested by CVAG, along with an estimated cost per task and a combined total not-to-exceed cost. Proposals will contain the names and titles of Consultant's personnel assigned to perform the work and specifically identify the individual who will be the Project Manager. Proposals will contain a project schedule indicating the various tasks and estimated time required to complete each task.
22. The Consultant shall have knowledge and skills in operating the following OS systems:
 - Kinetics - Traffic Management Software
 - Q Free Intelite Controllers/Software
 - Econolite Controllers
 - Genetec Security Desk – Basic Operator
 - FLIR / Acylica Travel Time Software

F. Performance Requirements

1. Consultant and CVAG shall agree upon which required services may be performed remotely, and which services shall be required to be performed from the Regional Traffic Management Center.
2. CVAG may request services either through texts, phone calls, or emails. Consultant shall acknowledge receipt of task within 60 minutes and provide an estimated time frame to complete said task.

Attachment A: Task Order Form

TASK ORDER

Consultant:

Agreement:

Task Order #:

Date:

Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.

Part A

Scope of Services

Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. Specifically, the scope of this Task Order is:

Part B

Task Order Compensation

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement. The not to exceed cost for the Scope of Services for this Task Order is \$_____.

Part C

Personnel Commitment

The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.

Part D

Time Sequence

All Professional Services to be performed under this Task Order shall be completed by _____, and as set forth in the Task Order Scope of Services.

Part E

Approval

Coachella Valley Association of Governments Consultant

Recommended For
Approval:

I hereby acknowledge receipt and acceptance of this Task
Order for:

Approved By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Project Classification	Hourly Rate
<i>e.g., Principal-In-Charge, Senior Engineer, Traffic Engineer, etc.</i>	<i>Provide fully loaded rate per Agreement</i>

Notes:

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], 2023 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], 2023 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 TRAFFIC ENGINEERING SERVICES** consistent with the provisions of the Request for Proposals for the proposed **PROFESSIONAL TRAFFIC ENGINEERING SERVICES**, released on September 1, 2023, (the "RFP,") 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 RFP 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 \$1,000,0000 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