



COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

REQUEST FOR PROPOSALS FOR PROFESSIONAL AND PUBLIC OUTREACH SERVICES FOR COACHELLA VALLEY REGIONAL VEHICLE MILES TRAVELED (VMT) STUDY

Interested bidders should submit proposals via email to:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Attn: Allen McMillen

procurement@cvag.org

**Proposals must be received to the email address above by
2:00 p.m. PST on Friday, February 9, 2024**

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

Issue Date: January 8, 2024

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

NOTICE INVITING PROPOSALS

PROFESSIONAL AND PUBLIC OUTREACH SERVICES

COACHELLA VALLEY REGIONAL VEHICLE MILES TRAVELED (VMT) STUDY

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Coachella Valley Association of Governments (“CVAG”). CVAG invites proposals for the above stated services and will receive such proposals only by email no later than **2:00 p.m. PST on February 9, 2024.** Proposals received after this date will be rejected. Proposals should be submitted to the attention of Allen McMillen at procurement@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. CVAG is coordinating with the Riverside County Transportation Commission (“RCTC”) on the implementation of two regional transportation planning projects funded through the State of California’s Regional Early Action Planning Grants of 2021 (“REAP 2.0”). Projects funded under REAP 2.0 must accelerate infill development, affirmatively further fair housing, and reduce vehicle miles traveled (“VMT”). REAP 2.0 is being administered regionally by the Southern California Association of Governments (“SCAG”).

The Coachella Valley Regional Vehicle Miles Traveled Study (“Project”) has received funding under REAP 2.0 for analysis and stakeholder engagement. The Project seeks to provide recommendations for the consistent accounting of VMT at the regional level across jurisdictions, identify traffic demand management (TDM) strategies most appropriate in the Coachella Valley, and propose mechanisms by which a VMT metric might be more meaningfully integrated into CVAG’s regional arterial program. Funded activities under the Project include:

- Measuring and mitigating VMT: identification of appropriate screening criteria, impact thresholds, and TDM strategies across land use types within the Coachella Valley;
- Regional VMT applications: identification of strategies for incorporating a VMT metric into regional transportation projects to reduce VMT and incentivize infill development and alternative transportation methods; and
- Outreach and engagement: coordination with local agency staff, identification of community stakeholders, and general purpose public workshops.

Study findings are expected to assist CVAG’s member jurisdictions in fine-tuning the methodologies utilized for VMT assessment in various environmental review documents and to identify the most relevant TDM strategies to mitigate significant VMT impacts. At the regional level, the Project will lay the groundwork for addressing VMT reduction in pending updates to CVAG’s Transportation Project Prioritization Study (TPPS) and Transportation Uniform Mitigation Fee (TUMF) program.

CVAG requires that all firms obtain the full content of this Request for Proposals (RFP) and any addenda via CVAG’s website located at www.cvaq.org/proposals.

Proposals will be evaluated and ranked in accordance with the Request for Proposals. The final ranked firms must be willing to sign an agreement with the terms and conditions required by CVAG in the Request 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 19, 2024, up to the hour of 2:00 p.m. PST**. Please note that all addenda will be published on the CVAG website. Proposers are encouraged to check the CVAG website regularly since each Consultant will be responsible for downloading the RFP and any addenda. Consultants that have provided contact information will receive notification of any addenda.

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

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

REQUEST FOR PROPOSALS FOR PROFESSIONAL AND PUBLIC OUTREACH SERVICES FOR COACHELLA VALLEY REGIONAL VEHICLE MILES TRAVELED (VMT) STUDY

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1. Introduction and Background

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. CVAG is coordinating with the Riverside County Transportation Commission (“RCTC”) on the implementation of two regional transportation planning projects funded through the State of California’s Regional Early Action Planning Grants of 2021 (“REAP 2.0”). Projects funded under REAP 2.0 must accelerate infill development, affirmatively further fair housing, and reduce vehicle miles traveled (“VMT”). REAP 2.0 is being administered regionally by the Southern California Association of Governments (“SCAG”).

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Study findings are expected to assist CVAG and CVAG’s member jurisdictions in fine-tuning the methodologies utilized for VMT assessment in various environmental review documents and to identify the most relevant TDM strategies to mitigate significant VMT impacts. At the regional level, the Project will lay the groundwork for addressing VMT reduction in pending updates to CVAG’s Transportation Project Prioritization Study (“TPPS”) and Transportation Uniform Mitigation Fee (“TUMF”) program.

1.1. Transportation Models in Use in the Coachella Valley

A wide variety of transportation models are applicable to the Coachella Valley, however, the Riverside Transportation Analysis Model (“RIVTAM”) and subsequent Riverside Transportation Model (“RIVCOM”) are the most locally specific, and therefore the most widely used. These models, specific to Riverside County, account for trips into the neighboring State of Arizona and County of San Diego, trips to and from both of which were not factored into the SCAG transportation models available at the time. RIVTAM utilized a baseline data year of 2008 and a forecast year of 2035, and was eventually updated to the baseline year of 2012 and forecast year of 2040. The future year networks included in their buildout scenarios unfunded roadway improvements included in local general plans.

Legislative actions during the 2010s shifted how local and regional agencies address transportation planning and traffic impacts by emphasizing reductions in greenhouse gas emissions and promoting infill development. Regional transportation plans expanded into Sustainable Community Strategies (“SCS”), with an emphasis on reducing VMT, and environmental impacts were no longer measured by the congestion-oriented level of service

metric, but by the amount of VMT added to or removed from the network. SCAG published its SCS, Connect SoCal, in 2016, which was no longer compatible with the assumptions underlying RIVTAM. Moreover, the inclusion of unfunded improvements in RIVTAM tended to skew the VMT calculations, rendering it ineffective for adequate traffic analysis in modern environmental review documents.

In 2017, CVAG contributed funding to the Western Riverside Council of Governments' ("WRCOG") effort to update RIVTAM to address the new state transportation planning and impact evaluation requirements. The revised model, dubbed RIVCOM, adopted SCAG's SCS model inputs, which included fiscally constrained roadway networks, to generate data for the base year of 2018 and a future year of 2045. Development of RIVCOM was completed in 2021, and is now widely used for transportation studies in the Coachella Valley. While RIVCOM constitutes the foundation of local and regional transportation impact studies, local agencies differ in how screening criteria and impact thresholds are set for the purposes of environmental review. Some agencies have developed their own guidelines for assessing project related VMT, some utilize the Transportation Analysis Guidelines for Level of Service/Vehicle Miles Traveled as developed by the County of Riverside's Transportation Department, and still others defer to the standards set by the State of California Governor's Office of Planning and Research ("OPR").

1.2. CVAG's TPPS and TUMF Program

Alongside RCTC, CVAG serves as the transportation planning agency for the Coachella Valley, and is responsible for preparing and adopting a transportation plan for the area. CVAG accomplishes this, in part, through the creation of the TPPS, which compiles transportation projects of regional significance and ranks them according to an established rubric. The results of the TPPS are ultimately incorporated into SCAG's regional planning efforts. The most recent TPPS was completed in 2016, and combined with the companion Regional Arterial Cost Estimate and Active Transportation Plan, constitute the transportation plan for the Coachella Valley. To qualify for inclusion in the TPPS, a project must meet a minimum number of conditions based on the number of jurisdictions the project crosses, the project's classification in any general plan, the average daily trips across the project reach, whether the project crosses any waterways, and whether the project connects to the interstate system. During the 2016 prioritization process, qualifying projects were ranked according to their roadway surface conditions, system continuity, level of service, and accident rate. Notably, VMT reduction was considered for use as a metric, but was ultimately rejected from the final scoring rubric due to lack of sufficiently detailed data.

Cost estimates derived as part of the TPPS and companion documents constitute a key component of the TUMF nexus study, which seeks to establish a causal relationship between the travel demand generated by future development and the costs of building out any transportation network; such nexus studies are necessary for the implementation of any development impact fee. CVAG revised its TUMF nexus study in 2018 alongside the TPPS, and utilized data from the contemporary RIVTAM model to determine the change in level of service and average daily trips across the regional arterial network attributable to population growth in the Coachella Valley. Coupled with estimated daily trips by land use category, as determined by the Institute of Transportation Engineers ("ITE"), the nexus study was able to calculate a fee schedule to apply to new development across the CVAG region. Certain land uses are exempt from the imposition of development impact fees, including affordable housing, and, to a lesser extent, accessory dwelling units and transit oriented development. The TUMF has been adjusted since its implementation to account for regional inflation trends.

CVAG is currently exploring updating its TPPS, and with it, the TUMF nexus study. The latter half

of the Project performance period is anticipated to coincide with, and inform, the update.

1.3. REAP 2.0 Program

REAP 2.0 was authorized as part of the mid-year revision of the State of California's Fiscal Year 2021-2022 budget, when the California Legislature passed Assembly Bill 140 and the 2021 California Comeback Plan. This legislation allocated \$600 million to REAP 2.0, designed to build on the success of the earlier REAP 2019 iteration while simultaneously expanding the program focus to integrate the State's housing and climate goals through planning and implementation investments. Funding under REAP 2.0 prioritizes transformative planning and planning activities that 1) accelerate infill development that facilitates housing supply, choice, and affordability; 2) affirmatively further fair housing; and 3) reduce VMT. REAP 2.0 is being administered regionally by SCAG, which has designated as a programmatic funding area under REAP 2.0 the County Transportation Commission Partnership Program. In addition to meeting the general REAP 2.0 goals, this sub-program emphasizes projects that reduce greenhouse gas emissions in accordance with State goals established by SB 375. Funds awarded under this program are administered locally by RCTC.

All work conducted and deliverables produced under this Project will need to conform to REAP 2.0 and SCAG funding requirements, and must be completed by September 2025. The Project performance period may be extended by the State of California and/or SCAG.

2. Request for Proposals

2.1. Scope of Services

The services sought under this Request for Proposals ("RFP") are set forth in more detail in section 5. Scope of Work ("Services"). Notwithstanding the inclusion of such Services in section 5. Scope of Work, the final scope of Services negotiated between CVAG and the successful Proposer shall be set forth in the Professional Services Agreement ("Agreement") executed by and between CVAG and the successful Proposer. A copy of the Agreement is attached hereto (See Appendix B) and incorporated herein by reference. The Agreement provided here reflects the services contract utilized for REAP 2019 services, and may be subject to revisions from the State of California, SCAG, or RCTC to better reflect the terms and conditions of the REAP 2.0 program.

2.2. Procurement Manager

The procurement manager for CVAG regarding this RFP will be Allen McMillen, Management Analyst II, available by telephone at 760.346.1127 and by email at procurement@cvag.org, or a designated representative, who will coordinate the assistance to be provided by CVAG to the Proposer.

2.3. 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 RFP. All written questions, if answered, will be answered in writing, conveyed to the interested Proposers, and posted to the CVAG website. Oral statements regarding this RFP 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 4.1 Selection Schedule herein.

2.4. Pre-Proposal Meeting

There will be no pre-proposal meeting for this procurement.

3. Submission Requirements

3.1. General Requirements

Proposals shall be submitted by email in Adobe Portable Document Format (.pdf), identified in the subject line as “Community Connectors Analysis Phase I Proposal” to Allen McMillen at procurement@cvag.org. Proposals shall consist of both a technical proposal and a separate fee proposal and are to be submitted in one email submission as two separate attachments. The file names shall designate the contents (e.g., “Technical Proposal” or “Fee Proposal”) accordingly. Only one email submittal per Proposer consisting of the technical and fee proposals will be considered.

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow CVAG to fully evaluate and compare the proposal. All requirements and questions in the RFP shall 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 Proposer’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer’s demonstrated capability to perform the Services. Technical literature that supports the Proposer’s approach to providing the Services and work plan may be submitted to CVAG in conjunction with the proposal. Emphasis should be concentrated on completeness, approach to the work, and clarity of proposal.

Proposers 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 at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

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

3.2. Content and Format of the Technical Proposal

Proposals shall be concise, well organized, and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be mailed as a .pdf attachment(s) to the procurement manager.

Proposals shall be limited to a total of 15 pages. Appendices and page separators will not count toward the page limit. Proposals shall be presented in the following order and shall include:

1. Cover Letter. This letter, two page maximum, shall be addressed to Jonathan Hoy, Transportation Director, and shall, at a minimum, contain the following:

- a. Identification of the consultant that will have contractual responsibility with CVAG. Identification shall include legal name of company, corporate address, telephone number, and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
 - b. Identification of all proposed subcontractors, including legal name of the company, contact person(s), mailing address, phone number, and email address. Specify the relationship between consultant and subcontractor, if applicable.
 - c. Acknowledgement of receipt of all RFP addenda, if any. All addenda posted on www.cvag.org/proposals for this solicitation shall be signed by the Proposer and included in the appendices.
 - d. A statement to the effect that the proposal shall remain valid for a period not less than 180 days from the date of submittal.
 - e. 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.
 - f. Signature of a person authorized to bind consultant to the terms of the proposal.
 - g. Signed statement attesting that all information submitted with the proposal is true and correct.
2. Qualifications, Related Experience, and References. This section of the proposal should establish the ability of the 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 (3) supportive client references. Proposer will:
- a. Provide a brief profile of the consultant firm, including the types of services offered; the year founded; form of the organization (e.g., corporation, partnership, sole proprietorship, etc.); number, size, and location of offices; and number of employees.
 - b. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede consultant's ability to complete the Project.
 - c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight participation in such work by the key personnel proposed for assignment to this Project.
 - d. Provide a minimum of three (3) references. Furnish name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references to other work not cited in this section as related experience.
3. Proposed Staffing and Project Organization. This section of the proposal 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. Proposer will:
- a. Provide education, experience, and applicable professional credentials of Project staff.
 - b. Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel in an appendix, including copies of any certifications.
 - c. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include person's name, current location, proposed position for the Project, current assignment, level of commitment to that

assignment, availability for this assignment, and how long each person has been with the firm.

- d. Include a Project organization chart that clearly delineates communication and reporting relationships with CVAG among the Project staff and subconsultants.
 - e. 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. Work Plan. Proposer shall provide a narrative that addresses the Services and shows Proposer’s understanding of CVAG’s needs and requirements. Proposer will:
- a. Describe the approach and work plan for completing the tasks specified in section 5. Scope of Work. The work plan shall be of such detail as to demonstrate the consultant’s ability to accomplish the Project objectives within the overall schedule.
 - b. Outline the services to be provided, the activities that would be undertaken in completing the tasks and specify who would perform them, and identify all deliverables where applicable.
 - c. Identify methods that consultant will use to ensure quality control as well as budget and schedule control for the Project.
 - d. Identify any special issues or problems that are likely to be encountered during this Project and how the consultant would propose to address them.
 - e. Propose any enhancements or procedural or technical innovations to the Services that do not materially deviate from the objectives or required content of the Project. Any modifications proposed in this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced separately in the fee proposal.
5. Appendices. Proposer will:
- a. Provide an example of similar scoped project deliverables conducted within the last three (3) years or in process if at least in the final draft stage. If published online, Proposer may provide a link in lieu of inserting lengthy documentation in the appendices.
 - b. Provide litigation history for any claims filed by consultant firm or against consultant firm related to the provision of services in the last five (5) years.
 - c. Submit resumes of all key personnel/support staff that will produce work products for the Project. Describe qualifications, education, and professional licensing.
 - d. Submit any objections to and/or request changes to the Agreement provided in Appendix B of this RFP.

3.3. Content and Format of the Fee Proposal

Proposals shall separate from the technical proposal a fee proposal for required Services. The fee proposal shall be presented in a table format organized by task as identified in section 5. Scope of Work and shall include hours and hourly rates for all personnel – including subconsultants – subtotals for each task, and a grand total for the proposed fee. The fee proposal shall also include proposed direct costs and subcontractor mark-up, if any.

Any modifications identified pursuant to section 3.2.4(e) Work Plan shall be identified in the fee proposal as optional and priced out separately from the tasks specified in section 5. Scope of Work.

3.4. No Deviations from the RFP

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

3.5. Additional Stipulations

CVAG reserves the right to accept or reject all or any proposal and to waive any informality, incompleteness, or error in any proposal.

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

CVAG reserves the right to amend this RFP or issue to all Proposers addenda to answer questions for clarification.

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

A proposal 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 proposal.

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

CVAG reserves the right to cancel this RFP at any time prior to the contract award without obligation in any manner for proposal preparation, interview, fee negotiation, or other marketing costs associated with this RFP.

Prices provided by Proposers in response to this RFP are valid for 180 calendar days from the proposal due date. CVAG intends to award the contract within this time frame but may request an extension from the Proposers to hold pricing until negotiations are complete and the contract is awarded.

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

CVAG reserves the right to negotiate any price or provision, task order, or service; accept any part or all parts of any proposals; waive any irregularities; and to reject any and all, or parts of any and all, proposals; whenever, in the sole opinion of CVAG, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the

Proposer whose proposal best meets CVAG’s requirements.

4. Submission Process

4.1. Selection Schedule

Submissions are due on **January 31, 2024, no later than 2:00 PM PST**. A selection committee comprised of CVAG and partnering agency staff may choose up to three applicants to be interviewed. The tentative schedule is as follows:

ACTION	DATE
1. Release of Request for Proposals <ul style="list-style-type: none">Post to www.cvag.org	January 8, 2024
2. Deadline to Email Questions <ul style="list-style-type: none">Email to procurement@cvag.org	January 19, 2024 (2:00 p.m. PST)
3. Responses to Questions via Addendum <ul style="list-style-type: none">Post to www.cvag.org	January 26, 2024
4. Deadline for Receipt of Proposals <ul style="list-style-type: none">Email to procurement@cvag.org	February 9, 2024 (2:00 p.m. PST)
5. Evaluation of Proposals	February 21, 2024
6. Finalist Interviews (Proposers are to hold these dates until confirmed)	February 29, 2024
7. Expected Contract Award	Spring 2024

The above scheduled dates are tentative and CVAG retains the sole discretion to adjust them. Awarding of final contract will be dependent on the execution of Memoranda of Understanding between SCAG and RCTC as well as RCTC and CVAG. Nothing set forth herein shall be deemed to bind CVAG to award a contract for Services and CVAG retains sole discretion to cancel or modify any part of, or all of, this RFP at any time.

4.2. Proposal Evaluation

CVAG strongly encourages proposals 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.

The selection committee will score proposals based on the following scale:

1. Qualifications, Related Experience, and References: (30%)

The proposal’s effectiveness in establishing 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, and record of meeting schedules on similar projects. Feedback from the

required references will be considered here.

2. Proposed Staffing and Project Organization: (20%)

The proposal's effectiveness in establishing the method that will be used to manage the Project as well as identify key personnel assigned.

3. Work Plan: (30%)

The proposal's effectiveness in demonstrating understanding of the Project needs and requirements, and in addressing the tasks as identified in section 5. Scope of Work.

4. Proposed Fee: (20%)

The proposal's effectiveness in demonstrating cost-effectiveness, sufficient detail, and feasibility. Cost-effective proposals are those that accomplish higher levels of planning and design with the available funds while maintaining a high-quality level of performance.

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

4.3. Selection and Negotiation

It is CVAG's intent to select a Proposer best evidencing demonstrated competence and professional qualifications to perform the Services. CVAG reserves the right to reject all proposals, select by proposal review only, or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final decision will be made. The successful Proposer will be selected on the basis of information provided in this RFP, in-person presentations, and results of CVAG's research and investigation.

Upon selection of a Proposer, CVAG will endeavor to negotiate a mutually agreeable Agreement with the selected Proposer. In the event that CVAG is unable to reach an 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.

4.4. Protests

Protest procedures and dispute resolution processes will be in accordance with the CVAG Procurement Policy. The protest must be submitted in writing to CVAG's Executive Director via certified mail using the following address:

Coachella Valley Association of Governments
ATTN: Executive Director
74-199 El Paseo Dr., Ste. 100
Palm Desert, CA 92260

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5. Scope of Work

5.1. General Expectations

CVAG reserves the right to perform any portion of the Services with CVAG staff if resources are available. For the purposes of this proposal, the Proposer is requested to assume that no CVAG resources will be available to perform any portion of the 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 interagency meetings.

The consultant shall be responsible for reproducing, binding, circulating, and distributing 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 may not include detailed technical review of the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the consultant. The consultant or their sub-consultant shall not incorporate in the Project any materials or equipment of sole source origin without prior written approval by CVAG.

The deliverables furnished under this scope of work 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 any drawings shall be that of similar types produced by CVAG.

Any pages 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 property shall become the property of CVAG and/or any agency specified in the Agreement.

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

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 the Services, the consultant observes, encounters, or identifies any circumstance that could pose a potential risk, the consultant shall notify CVAG.

The consultant shall have and provide adequate supplies, field tools, instruments, and materials, including any specialty office, field site, and/or safety equipment, to complete the work required by the Agreement.

This will be a project specific agreement between CVAG and the selected consultant for the

performance of services with a defined scope of work. It is anticipated that the contract resulting from this solicitation, if awarded, will be a professional services contract, with a total not-to-exceed amount based on tasks specified in the scope of work.

5.2. Project Expectations

The Project is funded through the REAP 2.0 program, funding for which is being distributed through SCAG's County Transportation Commission Partnership program. All work submitted to CVAG must conform to the goals of those programs to be considered eligible for payment. To meet the objectives of the funding programs, CVAG has identified the following outcomes for tracking progress:

- Reduction in development impact fees, specifically the TUMF, for infill development: Incorporating a VMT metric into TUMF assessments will serve to incentivize infill development by reducing entitlement costs to developers compared to areas further away from existing transit and services.
- Increase in the number of transportation infrastructure projects identified for funding within and connecting to disadvantaged communities: Utilizing a weighted VMT metric in the TPPS will prioritize investments in transportation infrastructure that connect underserved communities to resources located outside of their immediate community.
- Reduction in VMT: Generating regionally specific VMT screening criteria and traffic demand management strategies, coupled with incentivizing infill development through reductions in TUMF assessments and prioritizing transportation projects that reduce net regional VMT, will lead to an overall reduction in VMT within the Coachella Valley.

The Project is anticipated to result in a collection of distinct but related reports and recommendations that provide guidance to local agencies, including CVAG, in addressing transportation impacts within the Coachella Valley and further serve to inform CVAG how best to reduce VMT through its regional arterial program and associated development impact fee. A key component of the Project will be coordination and consensus-building among CVAG's member jurisdictions to ensure study results are supported by, and can be implemented at, local agencies. The results of the Project are intended, in part, to serve an upcoming revision to the TPPS and TUMF program, and Proposers are encouraged to consider the applicability of any recommendations to future transportation planning and impact fee nexus studies.

The Project is anticipated to last through September 2025, and will not exceed the budgeted amount of \$1.8 million based on awarded grant funding. SCAG is providing access to Streetlight¹ Data's Insight Web App for work conducted under the REAP 2.0 program; however, consultant will be expected to request their own license. CVAG does not currently pay for access to RIVCOM, which is available through WRCOG².

5.3. Task List

The tasks and deliverables identified below represent general Project parameters. Proposers may suggest alternative tasks and/or deliverables to better meet the needs of the Project as long as those alternatives meet the overall goals and objectives discussed in section 5.2 Project Expectations. Task descriptions should not be viewed as exhaustive.

¹ <https://www.streetlightdata.com/>

² <https://wrcog.us/320/Transportation-Modeling-Services>

1. Project Management

- Kickoff meeting: Within two weeks of contract execution, consultant shall coordinate with CVAG to schedule a project kickoff meeting. The kickoff meeting will provide an opportunity for CVAG staff and the consultant to review the Project scope and schedule, establish internal benchmarks and performance goals pursuant to those identified in section 5.2, and identify existing resources. Meeting may be virtual or in-person.
- Periodic status meetings: Over the course of the Project term, consultant shall meet with CVAG staff no less frequently than monthly, and more often as necessitated by Project needs and allowed for within the Project budget, to discuss the status of current task items. Status meetings will provide a forum for review and refinement of any in-progress activities and identification of any issues that may impact Project schedule, budget, or deliverables. Meetings may be virtual or in-person.
- Invoicing and progress reports: Consultant shall provide itemized invoices to CVAG on a monthly basis, to include, at a minimum, hours spent per person per task and to-date expenditures on each task. Each invoice shall be accompanied by a progress report to include, at a minimum, a summary of the actions completed during the previous reporting period, the estimated percent-complete for each task, conformance to Project schedule, proposed actions to take place during the next reporting period, and tracking of the performance metrics identified in section 5.2 and reviewed during the kickoff meeting. CVAG may alter the reporting requirements over the course of the Project.

Project Management deliverables: Meeting agendas and minutes, project invoices, and monthly progress reports.

2. Measuring VMT in the Coachella Valley

- Current practices: Consultant shall survey CVAG member jurisdictions to determine processes currently in use to measure and address VMT. Sample questions are attached as Appendix A, but consultant is encouraged to modify as necessary.
- Baseline conditions: Consultant shall review existing data and models and compare baseline setting methodologies with a focus on applicability to the Coachella Valley. This review shall establish best practices for setting local and regional baselines against which future VMT can be compared utilizing local data.
- VMT analysis methodology: Consultant shall analyze and compare VMT analysis methodologies across project and land use types, and identify appropriate screening criteria based on local and regional data.
- Impact thresholds: Consultant shall identify strategies to determine impact thresholds that indicate locally and regionally significant impacts to transportation. Consultant shall further determine how thresholds may differ across rural, suburban, or downtown areas. Thresholds will be quantified using local and regional data.

Measuring VMT in the Coachella Valley deliverables: Technical report determining applicability of extant VMT methodologies, screening criteria, sketch tools, and impact

thresholds to the specific conditions present in the Coachella Valley. As necessary, propose regionally specific screening criteria and impact thresholds for use during environmental review. If new values are proposed, develop tool to aid local jurisdictions in evaluation of VMT impacts. Include illustrative case studies where appropriate.

3. Traffic Demand Management Strategies

- Existing planning and TDM documents for the region: Consultant shall survey existing planning tools, traffic demand models, and extant plans being implemented by local agencies, and assess efficacy within the Coachella Valley.
- Applicable TDM strategies: Consultant shall identify TDM strategies that can be implemented and expanded in the Coachella Valley, and shall determine the applicable scale (project, jurisdiction, region) and quantify the reduction in VMT from each strategy.

Traffic Demand Management Strategies deliverables: Technical memo and comparison matrix of available traffic demand models, tools, and plans, scored by VMT reduction and compatibility for Coachella Valley.

4. Regional VMT Applications

- Potential VMT mitigation strategies: Consultant shall identify how VMT mitigation may be used to incentivize infill development and alternative transportation in the Coachella Valley. Consultant shall assess the utility of TDM approaches, novel VMT exchanges or mitigation banks, or existing programs to reduce VMT.
- Updating TUMF program to include VMT: Consultant shall determine the feasibility of incorporating VMT considerations into the current TUMF program, either by replacing trip generation as the primary measurement unit, offering discounts for reduced VMT projects, or other means, without reducing the overall funding capacity of the program to meet population growth needs.
- Strategy for implementing VMT into TPPS: Consultant shall analyze the ability of VMT to be incorporated into the existing TPPS to promote infill development and alternative transportation while still accommodating future population growth. Potential approaches may include weighting projects by VMT generated, including capacity for ATP buildout in prioritization, or other means.

Regional VMT Applications deliverables: Technical memo detailing the available VMT mitigation strategies most applicable to the Coachella Valley at both local and regional scales; technical report identifying strategies to incorporate VMT into TUMF and TPPS, and analysis of how incorporation may alter fee program and project ranking, to include discussion of how regional arterial program may be implemented such that infill development and alternative transportation are incentivized within the Coachella Valley.

5. Outreach and Engagement

- Technical advisory committee: Consultant shall regularly convene meetings with local agency staff and relevant civic and community groups to provide information on existing issues and remedies and to provide direction and feedback on feasibility of

proposed strategies. At least seven meetings are anticipated over the course of the Project, although more may take place as necessitated by Project needs and allowed for within the Project budget. Meetings may be virtual or in person.

- **Community workshops:** Consultant shall coordinate and conduct general purpose workshops in accordance with an outreach plan. Workshops will be designed to reach the widest possible audience, including non-English speakers, and will include interactive methods to solicit responses. At least three workshops are anticipated over the course of the Project, although more workshops may take place as necessitated by Project needs and allowed for within the Project budget. Workshops may be virtual or in-person.
- **Committee briefings:** Consultant shall brief CVAG committees as necessary. At least three briefings over the course of the Project are anticipated, although more briefings may take place as necessitated by Project needs and allowed for within the Project budget. Committee briefings will likely be in-person, unless remote participation is approved in writing by CVAG.

Outreach and Engagement deliverables: Community outreach plan; workshop and meeting agendas, presentations, and minutes; committee presentations.

Appendix A: Suggested Local Jurisdiction VMT Survey

What guidance/analysis tools has your City been using to conduct VMT analyses? (Mark all that apply)

- County of Riverside *Transportation Analysis Guidelines for Level of Service and Vehicle Miles Traveled*
- California Governor's Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA*
- Riverside County Transportation Analysis Model (RIVTAM/RIVCOM)
- Big data sources (e.g., Streetlight, Replica, etc.)
- Other:

What tools have your City used to mitigate significant VMT impacts? (Mark all that apply)

- Transportation Demand Management (TDM) Plans/Strategies
- Mitigation fees to fund VMT-reducing projects
- VMT mitigation has not been required
- Other:

As part of the CVAG VMT study, what tools/guidance would be helpful for implementing and conducting VMT analysis within your City? (Mark all that apply)

- Screening/mapping tools to determine which projects require VMT analysis
- VMT impact analysis guidelines and impact criteria
- VMT calculator tool
- Listing of applicable Transportation Demand Management (TDM) strategies for the region
- Establishment of a VMT mitigation exchange or bank
- Other:

If the CVAG VMT study were to develop a list of applicable TDM measures for the region, what types of measures would be most practical for implementation within your City? (Mark all that apply)

- Parking-related measures (e.g., parking reductions, priced parking, residential parking permits, etc.)
- Transit-related measures (e.g., transit pass subsidies, increasing transit frequency, improving transit infrastructure, etc.)
- Alternative mode measures (e.g., electric vehicle networks, electric bike/scooter share, micro-mobility, etc.)
- Commute reduction programs (e.g., carpool/vanpool programs, alternative work schedules, telecommuting, etc.)
- Active transportation measures (e.g., bicycle/pedestrian network improvements, bicycle infrastructure upgrades, etc.)
- Other:

What types of VMT-reducing infrastructure projects would you like to see implemented in your City? (Mark all that apply)

- New/improved bicycle facilities
- New/expanded pedestrian facilities
- New transit routes
- Increased transit frequency
- Other:

Appendix B: Draft Professional Services Agreement

SAMPLE

SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

[INSERT CONSULTANT]

THIS AGREEMENT is made and effective as of [INSERTS 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.

2. SERVICES

Consultant shall perform **PROFESSIONAL AND PUBLIC OUTREACH** services consistent with the provisions of the Request for Proposals for the proposed **COACHELLA VALLEY REGIONAL VEHICLE MILES TRAVELED (VMT) STUDY**, released on January 8, 2024, (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/Bid)

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. ADDITIONAL STIPULATIONS

(a) Project tasks must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this Agreement, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this Agreement, and repayment of the Grant Funds.

(b) As a recipient of federal and state funds, CVAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this Agreement or to perform work under this Agreement, Consultant shall procure in compliance with all applicable federal, state, and local laws and regulations.

(c) The term "Sub-Consultant(s)" shall hereinafter refer to all entities that Consultant procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this Agreement regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.

(d) Upon request, Consultant shall provide information to the CVAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively "RFP"). For new RFPs developed or finalized after the Effective Date of this Agreement, Consultant shall provide a copy of the RFP to the CVAG Project Manager. CVAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.

(e) Any and all notices, reports, or other communications required by this Agreement, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.

(f) Any costs for which Consultant receives reimbursement or credit that is determined by a subsequent audit or other review by either CVAG, SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Consultant within thirty (30) calendar days of Consultant receiving notice or a written demand for reimbursement.

from CVAG or SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Consultant fail to reimburse unallowable costs due to CVAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, CVAG is authorized to withhold and/or off-set future payments to Consultant.

6. INVOICES

(a) This Agreement is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in Exhibit A. All invoices submitted to CVAG for payment shall be e-mailed to ap@cvag.org and shall include the CVAG Project Manager as an electronic copy recipient.

(b) Invoices will be submitted monthly in accordance with Exhibit A. The invoice shall include a progress report containing a summary of the actions completed during the previous reporting period, the estimated percent-complete for each task, conformance to Project schedule, proposed actions to take place during the next reporting period, and tracking of the performance metrics. CVAG shall review invoices for compliance with this Agreement. If CVAG determines that the invoice is compliant with this Agreement, CVAG shall approve the invoice and issue payment to the Consultant.

(c) Incomplete or inaccurate invoices may be returned to Consultant for correction without payment until corrected and approved. CVAG may, at its discretion, disallow any unsupported costs and process the invoice. If Consultant corrects the error, the disallowed items can be included in the next set of invoices.

(d) Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Consultant, and its Sub-Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see the link for a summary of travel reimbursement rules.

(e) The Parties acknowledge that CVAG's fiscal year is from July 1 to June 30. Consultant agrees to submit all invoices to CVAG for eligible expenses incurred through June 30th, no later than July 10th during the Term of this Agreement. CVAG shall not be obligated to pay Consultant for any invoice received after such date.

(f) Consultant shall submit its final invoice to CVAG within thirty (30) days of the completion of the Project, but no later than October 10th, 2025, whichever is first. CVAG shall not be obligated to pay Consultant for any invoice received after such date.

(g) Consultant will require that its Sub-Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Consultant. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. REPORTING

At any time during the term of this Agreement, CVAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the Agreement.

8. ACCOUNTING

(a) Consultant shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (“GAAP”), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.

(b) Consultant shall establish a separate ledger account for receipts and expenditures of Project Funds and maintain expenditure details in accordance with the Scope of Work, as outlined in Exhibit A.

(c) Consultant shall maintain documentation of its completed procurements (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the Project in accordance with GAAP.

9. ALLOWABLE USES OF GRANT FUNDS

(a) CVAG shall not award or disburse funds unless it determines that the Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.

1. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\)](#) and [Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this Agreement as if set forth in full.
2. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this Agreement as if set forth in full.

(b) Project Funds shall only be used by Consultant for activities approved by CVAG and included in the Scope of Work, as outlined in Exhibit A.

(c) Project Funds may not be used for administrative costs of persons employed by Consultant for activities not directly related to eligible activities.

9. WORK PRODUCTS

(a) For purposes of this Agreement, “Work Products” shall mean all deliverables created or produced under this Agreement including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions,

innovations, improvements, or other works of authorship Consultant or Sub-Consultant(s) may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection

(b) Consultant shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned CVAG Project Manager.

(c) SCAG shall own all Work Products. SCAG grants to CVAG, Consultant, and Sub-Consultant a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this Agreement; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at CVAG, Consultant's, or Sub-Consultant's sole risk and without liability or legal exposure to SCAG.

(d) Subject to any provisions of law, including but not limited to the California Public Records Act, all deliverables and related materials related to the Projects shall be held confidential by Consultant. Nothing furnished to CVAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as Consultant treats its confidential information, but in no case less than reasonable care.

10. INSURANCE ADDITIONS

(a) Consultant, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the Agreement. The policies shall state they afford primary coverage.

(b) Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.

(c) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CVAG, SCAG, their officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to CVAG, SCAG, their officials and employees.
2. For any claims related to this Project, Consultant's insurance coverage shall be primary insurance as respects CVAG, SCAG, their officials and employees. Any insurance or self-insurance maintained by CVAG or SCAG shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to

CVAG, SCAG, their officials and employees.

4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of CVAG, SCAG, their officials, employees, and volunteers.

(e) Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by CVAG.

(f) Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by CVAG.

(g) Consultant shall furnish CVAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by CVAG before work commences. Upon request of CVAG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(h) Consultant agrees to ensure that its Sub-Consultant(s) provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Consultant's Sub-Consultant(s) cannot comply with this requirement, which proof must be submitted to CVAG, Consultant shall be required to ensure that its Sub-Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Sub-Consultant(s) scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its Sub-Consultant(s). This provision is intended solely to provide Consultant with the ability to utilize Sub-Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Consultant under this Agreement given the limited scope of work or services provided by the Sub-Consultant(s). Consultant agrees that upon request, all agreements with Sub-Consultant(s) will be submitted to CVAG for review.

11. INDEMNIFICATION - ADDITION

Consultant shall fully defend, indemnify and hold harmless CVAG, SCAG, their members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this Agreement. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from CVAG's or SCAG's willful misconduct.

12. RECORDS RETENTION

(a) Consultant and its Sub-Consultant(s) shall maintain all source documents, books and

records connected with the Projects, all procurements related to the Projects, all work performed under this Agreement, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

(b) If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by Consultant and its Sub-Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

13. MONITORING AND AUDITS

(a) CVAG may monitor expenditures and activities of Consultant and its Sub-Consultant(s) as CVAG deems necessary to ensure compliance with the Agreement, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.

(b) At any time during the term of this Agreement, CVAG, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Consultant shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.

(c) Consultant agrees that CVAG, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this Agreement. Consultant agrees to provide any relevant information requested. Copies shall be made and furnished to CVAG upon request at no cost to CVAG.

(d) Consultant agrees to permit CVAG, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

(e) If there are audit findings from CVAG's, SCAG's or HCD's audit, Sub-Recipient must submit a detailed response acceptable to CVAG, SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

14. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

(a) Consultant agrees to comply with all federal, state and local laws, rules and regulations applicable to this Agreement.

(b) Non-Discrimination/Equal Employment Opportunity provisions:

1. During the performance of this Agreement, Sub-Recipient assures that no person shall be denied the Agreement's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected

to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
3. Consultant shall permit access by representatives of the Department of Fair Employment and Housing, CVAG, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, CVAG, SCAG, or HCD shall require to ascertain compliance with this Section.
4. Consultant shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
5. Consultant shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.

(c) Recycling Certification. Consultant shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

(d) Anti-Trust Claims. Consultant, by signing this Agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Consultant shall comply with

Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).

(e) Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:

1. Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

(f) Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the Consultant shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

(g) Loss Leader. If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC §10344(e).)

15. CONFLICT OF INTEREST

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

16. INDEPENDENT CONTRACTOR

Consultant and its Sub-Consultant(s) shall be independent contractors in the performance of this Agreement, and not officers, employees, or agents of CVAG.

17. ASSIGNMENT

Neither Party shall assign any rights or interests in this Agreement, or any part thereof, without the written consent of each Party to this Agreement, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this Agreement shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

18. RELEASE OF INFORMATION

Consultant shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in

connection with the performance of services under this Agreement without the prior written authorization of CVAG, except as provided under this Agreement or as required by law (including, without limitation, pursuant to the California Public Records Act).

All public-facing communications materials relating to this Agreement or its subject matter shall acknowledge CVAG and SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.

To ensure consistency of public information about CVAG programs and funded work products, Consultant is required to notify and coordinate with CVAG's Project Manager or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

All communication materials must be provided to CVAG prior to completion so that inclusion of this element can be confirmed. CVAG will reply within three business days; if no reply is received, the Sub-Recipient can proceed without comments.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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
See following page.

Exhibit “B”

PRICE FORMULA

See following page.