



COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

REQUEST FOR PROPOSALS TO PROVIDE ON-CALL TRAFFIC SIGNAL REPAIR SERVICES AND MAINTENANCE

Interested bidders shall submit proposals via email to:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
procurement@cvag.org

**Proposals must be received to the email address above by
2:00 p.m. PDT on Wednesday, February 25, 2026**

Questions regarding this Request for Proposals shall be directed by email to:
Allen McMillen at procurement@cvag.org by February 12, 2026

RFP No. 2026-01

Issue Date: January 30, 2026

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

NOTICE INVITING PROPOSALS

ON-CALL TRAFFIC SIGNAL REPAIR SERVICES AND MAINTENANCE

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. PDT on Wednesday, February 25, 2026**. Proposals received after this date will be rejected. Proposals shall be submitted to 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.

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

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

The project has already implemented a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC) that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance.

Construction of the CV Sync Phase II signal coordination project is entering its final year. Work on CV Sync Phase I was completed in June 2024 across 139 intersections and is now being operated and managed by CVAG staff. Completion of Phase II in Summer 2026 will bring improvements to approximately 400 additional intersections across the Coachella Valley. The total number of intersections for both phases will exceed 500 intersections.

CVAG and each participating city have agreed that CVAG will be responsible for the management of traffic signal synchronization, ITS, and transportation management programs. CVAG and the participating agencies are developing detailed protocols for operation and maintenance of the entire system through the project Transportation Systems Management and Operations (TSMO) committee.

CVAG is seeking to engage one or more qualified firms to provide on-call traffic signal repair services and maintenance to CVAG in the operation and management of the CV Sync system.

The firms shall have staff who are knowledgeable in traffic signal timing, capacity analysis, traffic operations, safety studies and reports, investigating complaints and claims, the WATCH Manual for construction traffic control, and communicating with the public

CVAG requires that on-call services may need to be performed in the field at locations along the CV Sync Phase I & Phase II corridors.

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

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

This solicitation may result in a single award or multiple awards, at the sole discretion of CVAG, based on proposer qualifications, expertise, capacity, and the CVAG's evolving needs.

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 **February 12, 2026, up to the hour of 2:00 p.m. PDT**. Please note that all addenda will be published on the CVAG website. Proposers are encouraged to check the CVAG website regularly since each Proposer will be responsible for downloading the RFP and any addenda. Proposers that have provided contact information will receive notification of any addenda.

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at Sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available upon request. The successful Proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the

execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (“DIR”). No proposal will be accepted, nor will any contract be entered into without proof of the Proposer’s and subcontractors’ current registration with the DIR to perform public work. If awarded a contract, the Proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

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

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

Request for Proposals
To Provide
On-Call Traffic Signal Repair Services and Maintenance

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1 Background and Introduction

The Coachella Valley Association of Governments (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 ten cities, one county, and four Native American tribes.

Background

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

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

The project has already implemented a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC) that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance.

Construction of the CV Sync Phase II signal coordination project is entering its final year. Work on CV Sync Phase I was completed in June 2024 across 139 intersections and is now being operated and managed by CVAG staff. Completion of Phase II in Summer 2026 will bring improvements to approximately 400 additional intersections across the Coachella Valley. The total number of intersections for both phases will exceed 500 intersections.

CVAG and each participating city have agreed that CVAG will be responsible for the management of the traffic signal synchronization, ITS and transportation management programs. CVAG and the participating agencies are developing detailed protocols for operation and maintenance of the entire system through the project Transportation Systems Management and Operations (TSMO) committee.

CVAG is seeking to engage one or more qualified firms to provide on-call traffic signal repair services and maintenance to CVAG in the operation and management of the CV Sync system.

The firms shall have staff who are knowledgeable in traffic signal timing, capacity analysis, traffic operations, safety studies and reports, investigating complaints and claims, the WATCH Manual for construction traffic control, and communicating with the public

CVAG requires that on-call services may need to be performed in the field at locations along the CV Sync Phase I & Phase II corridors.

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.cvag.org/proposals.

Proposals will be evaluated and ranked in accordance with this Request for Proposals. All firms submitting a proposal must be willing to sign an agreement with the terms and conditions required by CVAG in this Request for Proposals and attachments.

Based on evaluation of the submitted proposals, the firms will be ranked. CVAG anticipates conducting interviews, and at its discretion, may develop a short list of the top ranked firms for oral interviews. If interviews are conducted and following completion of oral interviews, a final ranking will be prepared. Negotiations will then proceed with the top ranked firm. If terms cannot be reached with the top-ranked firm, negotiations with that firm will be removed from consideration and negotiations will begin with the next-ranked firm. The final ranked firm must be willing to sign an agreement with the terms and conditions required by CVAG in this Request for Proposals and attachments. This solicitation may result in a single award or multiple awards, at the sole discretion of CVAG, based on proposer qualifications, expertise, capacity, and the CVAG's evolving needs.

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.

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 Services herein. Notwithstanding the inclusion of such Services, 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 sample copy of the Agreement is attached hereto as [Attachment "A"](#) and incorporated herein by this reference.

2.2 Procurement Representative

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

All questions must be put in writing and must be emailed to the attention of Allen McMillen at procurement@cvag.org. All written questions, if answered, will be answered in writing as an Addendum to the RFP and emailed to all interested Proposers as well as posted on the CVAG website at www.cvag.org/proposals. 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 by CVAG in writing via email on **February 12, 2026, up to the hour of 2:00 PM PDT.**

2.4 Pre-Proposal Meeting

A Pre-Proposal conference will not be held for this procurement.

2.5 Prevailing Wage

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at Sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available upon request. The successful Proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (“DIR”). No proposal will be accepted, nor will any contract be entered into without proof of the Proposer’s and subcontractors’ current registration with the DIR to perform public work. If awarded a contract, the Proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

2.6 License Requirements

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class C-10 contractor's license.

3 Submission Requirements

3.1 General

Proposals shall be submitted by email in Adobe Printable Document Format (pdf), identified in the subject line as "**Proposal to Provide On-Call Traffic Signal Repair Services and Maintenance**" to procurement@cvag.org. Proposals shall consist of both a technical proposal and a separate fee proposal and are to be submitted (emailed) in one email submission as two separate attachments. The file names shall designate the contents accordingly (e.g., "Technical Proposal" or "Fee Proposal").

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 should be addressed, and all requested data shall be supplied. CVAG reserves the right to request additional information which, in CVAG's opinion, is necessary to assure that the 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.

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 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 emailed (pdf file) as an attachment(s) and submitted via email to the Procurement Representative.

Technical Proposals shall be limited to a total of ten (10) pages, not counting the Cover Page, Cover Letter, Table of Contents, Appendices and page separators. Proposals shall be presented in the following order and shall include:

3.3 Cover Letter

This letter shall be a maximum of two pages and shall be addressed to Tom Kirk, Executive Director and shall, at a minimum, contain the following:

- Identification of Contractor that will have contractual responsibility with CVAG. Identification shall include the legal name of company, corporate address, telephone, and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- Identification of all proposed Subcontractors including legal name of company, contact person(s) name and mailing address, phone number and email address. Relationship between Contractor and Subcontractors, if applicable.
- Acknowledgment of receipt of all RFP addenda – include the signed Addenda Acknowledgement(s), if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- Signature of a person authorized to bind Contractor to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

3.4 Qualifications, Related Experience and References

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; strength and stability of the Proposer; staffing capability; workload; record of meeting schedules on similar projects; and at least three supportive client references. Proposer to provide the following for any proposed vendor staff or subcontractors not already provided in the vendor's Statement of Qualifications already on file with CVAG:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.
- Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede firm's ability to complete the Project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this Project.
- Describe experience in working with government agencies for work of a similar nature. Please include specialized experience and professional competence in areas related to this RFP.
- A minimum of three (3) references should be given. Furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. The firm also may supply references from other work not cited in this section as related experience.

- Identify any prior engagement or work which may result in any potential or actual professional conflict of interest in the performance of any services under this RFP.
- To avoid potential conflicts of interest, identify any work currently being performed with any CVAG member jurisdictions or other relationships with any CVAG member agency that would prevent or affect the performance of any services under this RFP.

3.5 Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Proposer to manage the Project as well as identify key personnel and sub-consultants assigned. Firm to:

- **Staffing:** Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
- **Key Personnel:** Identify key persons that will be principally responsible for working with the CVAG. Indicate the role and responsibility of each individual.
 - Provide education, experience, and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
 - Summarize the resumes (one-half page each at most) for the proposed Project Manager and other key personnel in this section.
 - 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.
- **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel. This may include a project organization chart that clearly delineates communication and reporting relationships with CVAG among the project staff and subconsultants.
- **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

3.6 Work Plan and Approach

Proposer shall provide a narrative that addresses the Scope of Services and shows Proposer's understanding of CVAG's needs and requirements. Proposer to:

- Describe the technical and management approach and work plan to providing and completing the Services specified in the Scope of Services. The work plan shall be of such detail to demonstrate the Proposer's ability to accomplish the Project objectives and overall schedule.
- Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. The draft schedule may be depicted in a Gantt chart format.

- Outline sequentially, the activities that would be undertaken in completing the tasks and specify who would perform them and identify all deliverables.
- Identify methods that Proposer will use to ensure quality control as well as budget and schedule control for the Project.
- Identify any special issues or problems that are likely to be encountered during this Project and how the Proposer would address them.
- Firm is encouraged to propose enhancements or procedural or technical innovations to the Scope of Services that do not materially deviate from the objectives or required content of the Project. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the Fee Proposal.

3.7 Appendices

- Recent and Relevant Projects: Provide an example of a similar scoped projects and deliverable conducted within the last three (3) years.
- Litigation: Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.
- Project Team Resumes: Submit complete resumes of all key personnel/support staff that will be providing the Services. Describe their qualifications, education, and professional licensing.
- Changes to the sample Professional Services Contract. CVAG's standard professional services contract is included as Attachment "A" in this Request for Proposals. The Proposer shall review with proposed subconsultants and identify from Proposer or proposed subconsultants any objections to and/or request changes to the standard contract language in this section of the proposal.

3.8 Content and Format of Fee Proposal

Provide separate from the Technical Proposal a Fee Proposal for required services described in Section 5 Scope of Services for the requested services herein. The proposal shall be emailed (pdf file) as an attachment(s) and submitted via email to the Procurement Representative.

The Fee Proposal shall be presented in a table format organized by service task(s) and shall include hours and hourly rates for all personnel including subcontractors, subtotals for each service task, and a grand total for total proposed fee – refer to Attachment B. Suggested Fees Form [Appendix B](#). The Fee Proposal shall also include proposed direct costs and subcontractor mark-up, if any.

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

3.9 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 any 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, the insurance and indemnification provisions therein.

3.10 Additional Stipulations

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

CVAG reserves the right, at its sole discretion, to award contracts to more than one proposer if such action is determined to be advantageous to CVAG.

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

CVAG reserves the right to amend the 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 and rates provided by Proposers in response to this RFP are valid for one hundred eighty (180) calendar days from the proposal due date. CVAG intends to award the contract within this time 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 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 **February 25, 2026, no later than 2:00 p.m. PDT**. A Selection Committee comprised of CVAG staff will review and evaluate proposal responses and may choose up to three applicants to be interviewed. Applicants invited to a virtual interview will be notified no later **2:00 p.m. PDT on March 10, 2026**. Virtual Interviews will be scheduled to occur **March 16, 2026**, at a time to be provided by CVAG. Proposers are to hold the interview dates until confirmed by CVAG. The tentative schedule is presented on the following page.

ACTION	DATE
1. Release of Request for Proposals <ul style="list-style-type: none"> Post to www.cvag.org/proposals 	January 30, 2026
2. Deadline to Email Questions to Procurement Representative <ul style="list-style-type: none"> Email to procurement@cvag.org 	February 12, 2026 by 2:00 p.m. PDT
3. Responses to Questions via Addendum <ul style="list-style-type: none"> Post to www.cvag.org/proposals 	February 17, 2026
4. Deadline for Receipt of Proposals to Procurement Representative <ul style="list-style-type: none"> Email to procurement@cvag.org 	February 25, 2026 by 2:00 p.m. PDT
5. Consultant Interviews ("Tentative")	March 16, 2026
6. Expected Contract Authorization	April 27, 2026

The above scheduled dates are tentative and CVAG retains the sole discretion to adjust the above schedule. **Proposers are to Hold the dates of March 16, 2026** for potential virtual interviews if selected and invited as a shortlist finalist.

4.2 Evaluation

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

4.2.1 Qualifications, Related Experience and References (30%)

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

Refer to [Section 3.4](#) of this Request for Proposals for more information.

4.2.2 Proposed Staffing and Project Organization (30%)

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

Refer to [Section 3.5](#) of this Request for Proposals for more information.

4.2.3 Work Plan and Approach (20%)

This section of the proposal shall provide a narrative that addresses the Scope of Services shows understanding of the Project needs and requirements.

Refer to [Section 3.6](#) of this Request for Proposals for more information.

4.2.4 Proposed Fee (20%)

Successful applicants will propose fees that are cost-effective, sufficiently detailed, and feasible with the available funds.

Refer to [Section 3.8](#) of this Request for Proposals for more information.

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

4.3 Selection

It is CVAG's intent to select one or more Contractor(s) 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 participate in a virtual interview after which a final selection will be made. The successful Proposers will be selected on the basis of information provided in the RFP, in-person presentations, and the results of CVAG's research and investigation.

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

4.4 Protests

Protest procedures and dispute resolution process for the contract portions of the project will be in accordance with CVAG policy.

Written protests must be filed with CVAG's Executive Director within five (5) workdays after posting the Notice of Intent to Award on CVAG's website. No verbal protest will be accepted. The protest must be submitted to CVAG's Executive Director via certified mail using the following address:

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

5 Scope of Services

5.1 Project Schedule and Budget

CVAG intends to negotiate a contract with the selected Contractor for an amount not to exceed \$100,000 annually and for a term of two (2) years with an option to extend one (1) additional one-year term.

This solicitation may result in a single award or multiple awards, at the sole discretion of CVAG, based on proposer qualifications, expertise, capacity, and the CVAG's needs.

As noted herein, this solicitation may result in a single award or multiple awards, at the sole discretion of CVAG. If there are multiple awards authorized, CVAG intends to assign on-call work order requests to the on-call contractors based upon: 1) a rotational sequence; 2) Qualifications; e.g., fiber splicing or fiber diagnosis; and 3) Availability.

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 services. CVAG reserves the right to reject any or all proposals determined not to be in the best interest of CVAG.

5.2 Applicable Standards and Practices

The Project shall be developed and designed in accordance with current local, State and Federal regulations, policies, procedures, manuals, and standards, and practices generally accepted by licensed professionals and related professions.

5.3 Quality Assurance

The Contractor has total responsibility for the accuracy, quality, and completeness of the services and deliverables furnished under the Project and shall meet that responsibility through quality assurance practices standard to the profession.

5.4 Materials and Equipment Provided by Consultant/Contractor

CVAG will provide all specific CV Sync "compliant equipment" required to perform repairs.

Unless otherwise specified in this Contract, the Contractor shall provide all other materials to complete the required work in accordance with the delivery schedule and cost estimate.

5.5 Requested Services

The Coachella Valley Association of Governments (CVAG) is soliciting proposals from qualified firms to perform **On Call Traffic Signal Repair Services and Maintenance** to provide traffic signal and intersection street light extraordinary or emergency repair.

Requested Services:

Tasks include, but are not limited to, the following:

- Provide all necessary labor, materials, equipment, and incidentals required to perform repairs. Provide all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, safety streetlights, and ITS Elements in compliance with current CV Sync standards and specifications Intelligent Transportation System (ITS) Elements within the Coachella Valley.

- Provide and maintain emergency service response to the CV Sync ITS Elements, Controllers, Video Detection Systems, Roadside Units, Uninterrupted Power Supply Systems, CCTV Cameras, and network switches. (24) hours a day, seven (7) days per week basis, (365) days a year.
- Provide vehicle(s) with permanently mounted arrow board; warning beacon/strobe lights; traffic cones; traffic control signage; a hydraulic bucket capable of reaching a height of at least twenty-eight feet from the roadway surface.
- Maintaining CVAG provided laptop and equipment inventory at agreed upon levels.
- Field Staff to maintain current knowledge levels with all CV Sync Technology necessary to operate the intersections. (Attending CV Sync Provided Training on a regular basis).
- Compliance with the Permitting process for all CV Sync Participating Agencies and obtain Agency (City) business licenses to operate within their jurisdictions as required.

Attachment “A”: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

between

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

THIS AGREEMENT is made and effective as of [INSERTS DATE], 2026 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], 2026 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. ****KEEP FOLLOWING SENTENCE IF MULT-YEAR CONTRACT, OTHERWISE DELETE**** CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than [INSERT NUMBER] additional one-year terms. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **INSERT SERVICES TO BE RENDERED** services consistent with the provisions of the Request for Bids/Proposals for the proposed **INSERT PROJECT**, released on [INSERT DATE], (the "IFB/RFP,") and any modification thereto adopted in writing by the parties and identified herein and/or 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 herein or 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 (Consultant's 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. 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) Consultant shall invoice no less frequently than monthly and submit invoices within 15 days of each month end except for the month end of June when invoices shall be submitted within 7 days. Invoices shall include the time period covered and be itemized for time and materials. Each invoice for payment must be accompanied by a written

description. The description shall provide detail about the types of activities and specific accomplishments during the period for which the payment is being made. CVAG shall only make payments in the form of Electronic Fund Transfer (EFT).

(f) 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.

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

6. INSPECTION OF WORK

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

7. SCOPE OF WORK CHANGES

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

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

9. DEFAULT OF CONSULTANT

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

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

10. OWNERSHIP OF DOCUMENTS

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

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

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

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

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other

provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

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

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

13. INDEPENDENT CONTRACTOR

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

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

14. LEGAL RESPONSIBILITIES

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

not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

18. NOTICES

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

To CVAG:	Executive Director Coachella Valley Association of Governments 74-199 El Paseo Drive, Suite 100 Palm Desert, CA 92260
To Consultant:	[INSERT NAME, TITLE INSERT CONSULTANT NAME ADDRESS CITY, STATE, ZIP]

19. ASSIGNMENT/PERSONNEL

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

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

20. MANAGEMENT

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

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

21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to

this Agreement. CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. LICENSES

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

23. GOVERNING LAW

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

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

24. FINAL PAYMENT CERTIFICATION AND RELEASE

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

25. ENTIRE AGREEMENT

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

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood,

governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

This Agreement may be executed in counterparts, with each Party signing a copy of this Signature Page, and the combined signed pages constituting one completely executed document.

Consistent with CVAG Policy 21-02, this Agreement shall be executed with the use of electronic or digital signatures in order to be in effect.

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 pages.

DRAFT

Exhibit "B"

PRICE FORMULA

See following pages.

DRAFT

Attachment “B”: Suggested Fees Form

See following page.

ON-CALL TRAFFIC SIGNAL REPAIR SERVICES AND MAINTENANCE
FEES PROPOSAL SHEET

The following is a summary of costs to provide the services outlined in the Request for Proposals for On-Call Traffic Signal Repair Services and Maintenance and will be used as the basis for negotiating an Agreement for Contract Services:

Note: Proposers may use their own form as long as it provides at least the same relative breakout for the costs of services and equipment, etc.

Technician Staff

Hourly Rate

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Equipment

Hourly Rate

\$ _____

\$ _____

\$ _____

Reimbursables

Cost per Unit

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____
\$ _____

The above represents a detailed hourly and cost per unit breakdown related to the tasks defined in our proposal.

Prime Consultant

Date Signed