



## **COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

# **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE COACHELLA VALLEY MULTIMODAL CORRIDOR PLAN**

Interested bidders should submit proposals via email to:

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**  
[procurement@cvag.org](mailto:procurement@cvag.org)

**Proposals must be received to the email address above by  
2:00 p.m. PDT on March 24, 2026**

Questions regarding this Request for Proposals should be directed by email to  
[procurement@cvag.org](mailto:procurement@cvag.org)

Issue Date: **February 24, 2026**

**Request for Proposals  
For  
Professional Services  
For  
The Coachella Valley Multimodal Corridor Plan**

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## I. Background and Introduction

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

CVAG is seeking to retain a qualified professional consultant to prepare a Coachella Valley Multimodal Corridor Plan.

The Coachella Valley Multimodal Corridor Plan (CV MCP) is a forward-thinking initiative designed to address the region's escalating transportation challenges by improving mobility along three critical freeway corridors: Interstate 10 (I-10), State Route 62 (SR-62), and State Route 86 (SR-86).

These corridors serve as lifelines for a diverse mix of inland desert communities, connecting key job centers, tourist destinations, and residential areas. However, these corridors also can be a barrier to active transportation and transit users through intersections and interchanges that are vehicle-centric in design. Led by the Coachella Valley Association of Governments (CVAG), the CV MCP represents a collaborative effort involving municipalities, tribal jurisdictions, state and regional agencies, community-based organizations, and unincorporated communities. Together, these stakeholders will identify transportation challenges and develop tailored solutions that directly address the needs of those most affected.

The CV MCP's primary focus is to expand multimodal transportation options crossing and adjacent to the freeway corridors, aiming to reduce reliance on personal vehicles and enhance equitable access to mobility for all residents. Special attention will be given to under-resourced communities, such as Desert Hot Springs and Coachella, where limited transportation infrastructure currently hinders access to jobs, essential services, and economic opportunities. By prioritizing these areas, the CV MCP seeks to break down barriers to mobility and create sustainable, community-driven solutions that promote greater inclusion and accessibility.

Building on the foundation of the [2020 Inland Empire Comprehensive Multimodal Corridor Plan](#), the Coachella Valley CV MCP will assess regional mobility challenges and prioritize projects that deliver the greatest impact in advancing equity and opportunity. Key recommendations include exploring the potential for Transit Signal Prioritization (TSP) to provide faster and more reliable public transit; creating a robust network of electric vehicle (EV) charging stations to support clean transportation; and enhancing transit service and pedestrian and bicycle facilities and connections near or on overpasses along project corridors. These improvements are critical for the region but are particularly transformative for low-income and isolated communities.

According to the 2022 American Community Survey (ACS), median household incomes in these areas fall below 80% of the statewide average (\$56,982), with 34% of the project area population living below 200% of the federal poverty threshold. These statistics underscore the economic and mobility barriers that residents face and highlight the urgent need for strategic investments.

CVAG has a proven track record of delivering impactful and innovative projects that improve regional mobility and quality of life. Examples include the CV Link, a revolutionary new concept in active and alternative transportation that provides access for pedestrians, bicyclists, and low-speed electric vehicles (including golf carts) on approximately 40 miles of dual pathway that largely parallels Highway 111, the busiest corridor in the Coachella Valley. Additionally, CVAG has launched CV Sync, an area-wide Intelligent Transportation System (ITS) and Traffic Management Plan that synchronizes traffic signals across jurisdictions to improve traffic flow. 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 21 corridors and over 550 traffic signals in the Coachella Valley. Another example is the CVAG Arts and Music Line, a nine-mile bike route connecting schools, retail centers, job hubs, and festivals in Coachella, Indio, and La Quinta, which is set to be fully operational by Winter 2025. These projects illustrate CVAG's commitment to fostering collaboration, addressing transportation inequities, and promoting sustainable growth in the Coachella Valley.

With the CV MCP, CVAG aims to build on this legacy, ensuring that under-resourced communities not only benefit from but are at the center of efforts to create a more connected, equitable, and sustainable transportation system for the entire region.

## Project Stakeholders

The CV MCP will actively engage with both incorporated and unincorporated communities throughout the project study area to ensure inclusive and meaningful participation. To facilitate robust stakeholder outreach, CVAG will be working with the selected consultant who will play a pivotal role in developing and executing a comprehensive engagement strategy. This partnership will focus on creating bilingual outreach materials, including project fact sheets, flyers, a dedicated project webpage, surveys, and social media content, tailored to effectively reach diverse audiences. Additionally, the consultant will support CVAG staff in organizing dynamic, in-person engagement efforts, such as hosting pop-up events at key community gatherings, ensuring that every community has an opportunity to provide input and stay informed about the CV MCP's development.

At a minimum, the CV MCP will engage with the following stakeholders:

### Incorporated Communities:

- City of Desert Hot Springs
- City of Cathedral City
- City of Palm Springs
- City of Rancho Mirage
- City of Palm Desert
- City of Indio
- City of Coachella
- City of Indian Wells
- City of La Quinta

### Unincorporated Communities:

- Desert Edge
- Thermal
- Oasis
- Mecca
- North Shore
- Bermuda Dunes

- Thousand Palms

Agencies and/or Organizations:

- Caltrans District 8 and Headquarters representatives
- Southern California Association of Governments (SCAG)
- SunLine Transit
- Riverside County Transportation Commission
- California Highway Patrol
- Riverside County Supervisorial District 4
- School Districts (Desert Center Unified School District, Coachella Valley Unified School District, Desert Sands Unified School District, Palm Springs Unified School District, Banning Unified School District)
- Municipal Advisory Councils

Tribal Jurisdictions:

- Agua Caliente Band of Cahuilla Indians
- Twenty-Nine Palms Band of Mission Indians
- Cabazon Band of Mission Indians
- Augustine Band of Cahuilla Indians

Community-Based Organizations:

- Alianza Coachella Valley
- Friends of CV Link

## Overall Project Objectives

The primary objective of the CV MCP is to create a transportation system that is safe, sustainable, and equitable for all users. The Plan focuses on addressing critical mobility gaps along freeways in under-resourced communities across the broader Coachella Valley. By enhancing active transportation options and public transit, the Plan seeks to improve access to housing, employment opportunities, and essential services. Additionally, it aims to reduce greenhouse gas emissions (GHG) and vehicle miles traveled (VMT) by tackling key challenges related to mobility and regional connectivity. This includes incorporating complete street elements, such as protected bikeways and pedestrian-enhanced districts at intersections and interchanges along project corridors. Ultimately, the Plan supports economic growth by promoting transit-oriented development (TOD) and implementing roadway improvements to meet the needs of the region's rapidly growing population while aligning with state and regional sustainability goals.

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](http://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 [procurement@cvag.org](mailto:procurement@cvag.org) and received by CVAG on **March 10, 2026 up to the hour of 2:00 p.m. local time**. 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 may select a shortlist of vendors for tentative virtual interviews to be conducted on April 14, 2026.**

The award of this contract is subject to the available budget adequate to conduct 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.

## II. Request For Proposals

### A. Scope of Services

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in [Section V: Scope of Work](#) herein. Notwithstanding the inclusion of such Services in [Section V: Scope of Work](#) herein, the final scope of Services negotiated between Coachella Valley Association of Governments (“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 draft Agreement is attached hereto as [Attachment “A”](#) and incorporated herein by this reference.

### B. Procurement Representative

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

### C. Requests for Clarification

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

All written questions, if answered, will be answered in writing, conveyed to all 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 IV.A. Selection Schedule](#) herein.

### D. Pre-Proposal Meeting

There will be no Pre-Proposal meeting for this procurement.

### III. Submission Requirements

#### A. General

Proposals shall be submitted by email in Adobe Printable Document Format (pdf), identified in the subject line as “The Coachella Valley Multimodal Corridor Plan Proposal” to [procurement@cvag.org](mailto: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. Emphasis should be concentrated on completeness, approach to 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.

#### B. 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 Manager.

Proposals shall be limited to a total of twenty-five pages. The Cover Page, Cover Letter, 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 PE, Director of Transportation and shall, at a minimum, contain the following:
  - Identification of Consultant that will have contractual responsibility with CVAG. Identification shall include legal name of company, corporate address, telephone, and fax number. Include name, title, address, and telephone number of the contact person identified during period of 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 Consultant 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.
  - A statement that the Consultant does not have any personal, business, or financial relationship with the Contractors and Subcontractors that will be pursuing the work.
  - Signature of a person authorized to bind Consultant to the terms of the proposal.
  - 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 Consultant to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; strength and stability of the Consultant; staffing capability; workload; record of meeting schedules on similar projects; and at least three supportive client references. Consultant to:
- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.
  - Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant's ability to complete the Project.
  - Describe the firm's 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 the various government agencies and private entities that may have jurisdiction over the approval of the work specified in this RFP. 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. Consultant also may supply references from other work not cited in this section as related experience.
3. Proposed Staffing and Project Organization. This section of the 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. Consultant to:
- 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.
  - Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
  - Include a project organization chart that clearly delineates communication and reporting relationships with CVAG among the project staff and subconsultants.
  - Include a statement that key personnel will be available to the extent proposed for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written consent of CVAG.

4. Work Plan. Consultant shall provide a narrative that addresses the Scope of Work and shows Consultant's understanding of CVAG's needs and requirements. Consultant to:
- Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant's ability to accomplish the Project objectives and overall schedule.
  - 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 Consultant 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 Consultant would propose to address them.
  - Identify the approach and techniques that will be employed to ensure that the project is completed in compliance with all federal requirements.
  - Provide Schedule and Deadlines. The draft schedule shall be depicted in a Gantt chart format.
5. Appendices:
- Recent and Relevant Projects: Provide an example of a similar scoped project deliverable conducted within the last three (3) years, or in process if at least in the final draft stage. If published online, the Proposer may provide a link in lieu of inserting a lengthy document into the appendices.
  - Litigation: Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.
  - Project Team Resumes: Submit resumes of all key personnel/support staff that will produce work products for the Services. Describe their qualifications, education, and professional licensing.
  - Changes to Professional Services Contract: CVAG's standard professional services contract is included as [Attachment "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.

### C. Content and Format of Fee Proposal

Provide separate from the Technical Proposal a Fee Proposal for required services described in [Section V. Scope of Work](#) herein. The proposal shall be emailed (.pdf file) as an attachment(s) and submitted via email to the Procurement Manager.

The Fee Proposal shall be presented in a table format organized by task per [Section V.G. Project Tasks](#) herein and shall include hours and hourly rates for all personnel including subconsultants, subtotals for each task, and a grand total for total proposed fee. The Fee Proposal shall also include proposed direct costs and subcontractor mark-up, if any.

### D. 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.

## E. Additional Stipulations

CVAG reserves the right to accept or reject 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 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 provided by Proposers in response to this RFP are valid for one hundred eighty 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.

## IV. Submission Process

### A. Selection Schedule

Submissions are due on **March 24, 2026, no later than 2:00 p.m. PDT**. A Selection Committee comprised of CVAG staff may choose up to four short list proposers to be interviewed. Shortlist Finalists to be invited to an interview will be notified by **5:00 p.m. April 8, 2026**. Interviews will be scheduled to occur **April 14, 2026**, at a time and location to be provided by CVAG. **Proposers are to hold the interview dates until confirmed by CVAG**. The tentative schedule is as follows:

ACTION	DATE
1. Release of Request for Proposals • Post to <a href="http://www.cvag.org">www.cvag.org</a>	February 24, 2026
2. Deadline to Email Questions • Email to <a href="mailto:procurement@cvag.org">procurement@cvag.org</a>	March 10, 2026 (2:00 p.m. PDT)
3. Responses to Questions via Addendum • Post to <a href="http://www.cvag.org">www.cvag.org</a>	March 17, 2026
4. Deadline for Receipt of Proposals • Email to <a href="mailto:procurement@cvag.org">procurement@cvag.org</a>	March 24, 2026 (2:00 p.m. PDT)
5. Evaluation of Proposals	March 24 – April 8, 2026
6. Finalist – Virtual Interviews (Tentative)	April 14, 2026
7. Expected Contract Award	June 1, 2026

The above scheduled dates are tentative and CVAG retains the sole discretion to adjust the above schedule. **Proposers are to Hold the date of April 14, 2026 for potential virtual interviews if selected and invited as a shortlist finalist.**

## B. Evaluation

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

### 1. Qualifications, Related Experience and References (20%)

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.

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. Successful applicants will demonstrate experience and success in comparable projects. References will support examples of success in comparable projects.

Refer to Section III.B.2 of the Request for Proposals for more information.

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

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 III.B.3 of the Request for Proposals for more information.

### 3. Work Plan (40%)

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

Refer to Section III.B.4 of the Request for Proposals for more information.

### 4. Proposed fee (20%)

Successful applicants will propose fees that are cost-effective, sufficiently detailed, and feasible. Cost-effective proposals will be able to accomplish higher levels of planning and design with the available funds.

Refer to [Section III.C](#) of the 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.

## C. Selection

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

## D. Protests

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

Written protests must be filed with CVAG's Executive Director within five (5) workdays after posting of 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

## V. Scope of Work

### A. General Conditions and Requirements

CVAG reserves the right to perform any portion of this scope of work with CVAG staff if resources are available. For the purposes of this proposal, the Consultant is requested to assume that no CVAG resources will be available to perform any portion of the scope of work described herein.

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

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

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

The deliverables furnished under this Scope of 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 the drawings shall be that of similar types produced by CVAG.

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

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

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

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

The Consultant shall have and provide adequate office equipment and supplies, field tools, instruments, equipment, materials, supplies, and safety equipment to complete the work required by this Contract.

This will be a project-specific contract 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 cost-plus fixed fee contract, with a total not-to-exceed amount based on tasks

specified in the Scope of Work. Consultant shall adhere to the approved Indirect Cost Allocation Plan (ICAP) Rate as it relates to indirect costs and low-level engineering work reimbursement for the project.

## B. Project Management

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

The Consultant shall be responsible for project management activities throughout the life of the contract. The scope of activities includes, but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for CVAG and the Consultant subcontractors, and preparing all exhibits and presentations for CVAG to submit to its committees, peer agencies, stakeholders, and public meetings, as applicable.

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

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

## C. Applicable Standards

The Project shall be developed and designed in accordance with current local, State and Federal regulations, policies, procedures, manuals, and standards. The following documents shall be used and are not all-inclusive, but are intended only to illustrate types of sources:

- Caltrans Local Assistance Procedures Manual
- CVAG Policy and Procedures Manual

## D. Quality Assurance

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

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

## E. Project Progress

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

The Consultant shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met, and whether the reasons are within the Consultant's

control. In the event the Scope Work is modified, and the modified Schedule is approved by CVAG, the Consultant shall submit a revised schedule.

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

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

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

## F. Materials Provided by Agency

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

## G. Scope of Work/Project Tasks

With the CV MCP, CVAG aims to build on this legacy, ensuring that under-resourced communities not only benefit from but are at the center of efforts to create a more connected, equitable, and sustainable transportation system for the entire region.

The following tasks are requested by CVAG for the Project, and the Consultant is requested to conform to them.

### Summary of Project Tasks

#### Task 1: Project Management

- Project Initiation and Coordination

Upon receiving an authorization to proceed, the Consultant will organize and lead a kickoff meeting with the CVAG Project Manager. This meeting will serve as the first step in the formal development of the Coachella Valley Multimodal Corridor Plan (CV MCP). The kickoff meeting will discuss the overall project vision and goals, confirm team member roles, establish a project timeline and communication protocols, set up recurring project meetings, and confirm invoicing protocols to satisfy Caltrans reporting requirements.

**Responsible Party:** Consultant

- Project Management

The Consultant will discuss the progress of the CV MCP with the CVAG Project Manager and other members of the project team during monthly progress meetings scheduled virtually via Microsoft Teams. During these meetings, the Consultant will discuss project activities, coordination on project deliverables, and review the project budget and schedule.

**Responsible Party:** Consultant

<b>Task Deliverables</b>
Project Kickoff Meeting Agenda and Minutes
Monthly Agenda and Meeting Minutes

## Task 2: Existing Conditions

- Review of Relevant Planning and Policy Documents

The consultant will review relevant planning and policy documents to inform and enhance the CV MCP. This literature review will ensure that the CV MCP aligns with existing planning and policy objectives while building upon those efforts. Key documents for review may include the 2020 Inland Empire Comprehensive Multimodal Corridor Plan, the updated CVAG Active Transportation Plan, SCAG’s Connect SoCal 2020 Plan, and any other relevant materials.

**Responsible Party:** Consultant

- Collect and analyze existing transportation conditions as well as land use, socioeconomic, and travel characteristics for all three (3) corridors within the CV MCP area

The consultant will gather and request data related to existing transportation conditions and travel characteristics to conduct a thorough analysis of current conditions. This may include GIS data, transportation data, traffic data, demographic data, big data related to smart cities transportation elements, and other relevant information. The findings will be reviewed, analyzed, and summarized in the Existing Conditions Technical Memo.

**Responsible Party:** Consultant

- Prepare an Existing Conditions Technical Memo

The consultant will prepare a comprehensive summary of the literature review and data analysis in an Existing Conditions Technical Memo. The memo may include charts, maps, and diagrams to illustrate the current conditions of all three corridors within the CV MCP area.

**Responsible Party:** Consultant

<b>Task Deliverables</b>
Existing Conditions Technical Memo

## Task 3: Evaluation Framework and Prioritization Criteria

- Prepare an evaluation framework

The consultant will create an evaluation framework to identify projects that align with local, regional, and statewide goals. This framework will highlight opportunities, constraints, and funding strategies to ensure the feasibility of the projects recommended in the CV MCP. The evaluation framework will be developed through consultation with CVAG staff and coordination with key agency stakeholders.

**Responsible Party:** Consultant

- Develop prioritization criteria

Prioritization criteria shall be developed by the consultant to identify projects for implementation. The consultant shall coordinate with CVAG staff and key agency stakeholders to develop the prioritization criteria which may include but are not limited to timeframe for implementation, community input, regional barriers and needs, safety, VMT reduction, accessibility, and funding opportunities.

**Responsible Party:** Consultant

<b>Task Deliverables</b>
Evaluation Framework
Prioritization Criteria

#### Task 4: Outreach and Engagement

- Develop an Outreach and Engagement Strategy

The consultant will develop an Outreach and Engagement Strategy (Strategy) alongside the tasks associated with the CV MCP. This Strategy will serve as a roadmap, detailing approaches, timelines, responsibilities, tasks, and methods for gathering public input. CVAG staff will have final approval of the Outreach and Engagement Strategy.

**Responsible Party:** Consultant

- Coordination with key agency stakeholders

Coordination with key agency stakeholders will be critical to identify and build support for CV MCP recommendations. The consultant will work with CVAG staff to develop a list of key agency stakeholder members from several key agencies such as the Riverside Transportation Commission (RCTC), SunLine Transit, Caltrans District 8, County of Riverside Transportation Department and relevant community-based organizations. Key agency stakeholder meetings will be held during each project milestone (i.e. project kickoff, data collection, existing conditions results, draft and final recommendations).

**Responsible Party:** Consultant

- Project Webpage and Social Media Messaging

A project webpage for the CV MCP will be developed by the consultant to provide project awareness and enable engagement with the broader community. The webpage will have opportunities for the public to provide their input on the CV MCP and receive information on upcoming community workshops and project updates. The consultant shall update the project webpage throughout the development of the CV MCP to ensure that up-to-date information is shared with the public.

Content for posting on a variety of social media platforms (e.g. Facebook, Instagram, X) will also be developed to reach a broad cross-section of constituents within the CV MCP study area. All content for social media posting and for uploading onto the project webpage will be made available in English and Spanish to ensure that all members of the public are included in the engagement process.

**Responsible Party:** Consultant

- Fact Sheet and Flyers

A project fact sheet as well as several flyers will be developed by the consultant to help inform the public about the CV MCP effort. Print and digital versions will be made available in both English and Spanish. The fact sheet will contain project background information, goals and objectives, and a proposed timeline. Flyers will be prepared in advance of each major community engagement milestone such as the launching of the survey questionnaire and notification of each community workshop.

**Responsible Party:** Consultant

- Survey Questionnaire

The consultant shall prepare a survey questionnaire to better understand travel patterns, receive feedback on how to create a better transportation system within the study area, and identify transportation issues, priority areas, and potential solutions. Print and digital versions of the survey will be made available and will also be administered in English and Spanish.

**Responsible Party:** Consultant

- Community Events

The consultant will work closely with CVAG staff to identify two (2) key community events within the project study area for conducting in-person engagement at critical project milestones, such as the project kick-off and the collection of feedback on draft project recommendations. To maximize public participation and raise awareness, the consultant will develop bilingual materials, including display posters and flyers, tailored to effectively convey project information. While CVAG will lead staffing efforts at both events, the consultant will provide on-site support as needed.

**Responsible Party:** Consultant

Task Deliverables
Outreach and Engagement Strategy
List of Key Agency Stakeholder Members; Meeting materials for each Key Agency Stakeholder Meeting such as agendas, PowerPoint presentations, and meeting summaries
Project Webpage and Social Media Messaging
Fact Sheet and Flyers
Survey Questionnaire
Community Events

## Task 5: Plan Development

- Plan Chapter Submittals

The consultant shall provide a draft of each chapter of the CV MCP for CVAG staff's review leading up to the public release of the Draft Plan. This will help ensure that CVAG staff and the consultant have sufficient time to review and address all comments prior to public distribution of the Draft Plan. Up to two (2) rounds of review may be conducted for each chapter by CVAG staff.

**Responsible Party:** Consultant

<b>Task Deliverables</b>
Plan Chapter Submittals

### Task 6: Draft and Final Plan

- Draft Coachella Valley Multimodal Corridor Plan (Draft Plan)

The consultant shall prepare a Draft Coachella Valley Multimodal Corridor Plan (Draft Plan) based on the information collected and analyzed from Tasks 1 through 3. The Draft Plan will include a list of recommended projects and identify potential funding opportunities to best position the recommended projects for implementation. Graphics such as maps, photos, design concepts, and charts will be developed to support the content for the Draft Plan. The consultant shall coordinate with CVAG staff to ensure that input on the Draft Plan is received and addressed prior to distribution to the public.

Following CVAG staff's review of the Draft Plan, the consultant will release the Draft Plan for public input and record any comments received within a comment matrix.

**Responsible Party:** Consultant

- Final Coachella Valley Multimodal Corridor Plan (Final Plan)

The consultant will address any changes necessary to the Coachella Valley CV MCP based on the public input received. Upon finalizing the MPC, the consultant shall post the Final Plan on the project webpage and other digital platforms approved by CVAG staff.

**Responsible Party:** Consultant

<b>Task Deliverables</b>
Draft Plan; List of Public Comments on Draft Plan
Final Plan

### Task 7: Adoption of Final Plan

- Decision-Maker Hearings

Following the release of the Final Plan, the consultant will work with CVAG staff to prepare a PowerPoint presentation and other necessary materials to support the adoption of the CV MCP by the CVAG Executive Committee.

**Responsible Party:** Consultant

<b>Task Deliverables</b>
PowerPoint Presentation of Final Plan and Additional Necessary Meeting Materials

## Project Duration and Next Steps

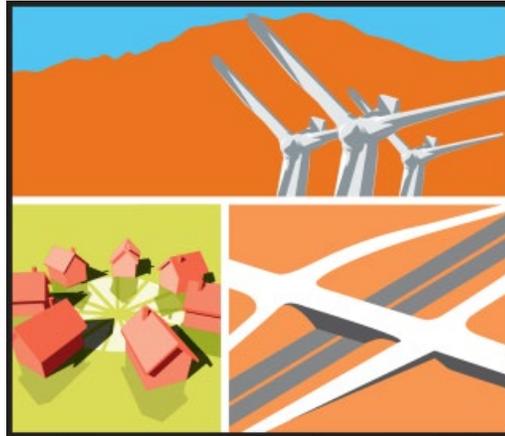
The Project is expected to be completed within 26 months upon the start of the grant period in December 2025. Following the anticipated adoption of the Coachella Valley CV MCP in December 2027, CVAG will actively seek funding to implement the proposed improvements outlined in the Plan. The timely adoption of the CV MCP will position CVAG to take advantage of key funding opportunities available in 2028, including the Caltrans Active Transportation Program (ATP) and the Highway Safety Improvement Program (HSIP).

**End of Section V. Scope of Work**

## Attachment A: Professional Services Agreement (Sample)

See following pages.

# PROFESSIONAL SERVICES AGREEMENT



# CVAG

To Provide

**PLANNING, DESIGN, AND ENGINEERING SERVICES**

for

**COACHELLA VALLEY MULTIMODAL CORRIDOR PLAN**

**CVAG PROJECT NUMBER:(\_\_\_\_\_)**

Between

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS  
(CVAG)**

And

**[INSERT CONSULTANT]**

**CVAG/Consultant Contract for Planning, Design, and Engineering Services  
CV Link Project - FPN: ATPL-6164(022)**

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**EXHIBITS**

- A: Statement of Work
- B: Price Formula
- C: Schedule
- D: Form 10-02, Consultant Contract DBE Information

## ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows:

[INSERT CONSULTANT]

[ADDRESS]

[CITY, STATE, ZIP]

Incorporated in the State of [INSERT STATE]

The Project Manager for the “CONSULTANT” will be [INSERT NAME]

The name of “LOCAL AGENCY” is as follows:

Coachella Valley Association of Governments (CVAG)

The Contract Administrator for LOCAL AGENCY will be [INSERT NAME].

- B. The work to be performed under this contract is described in Exhibit A entitled Statement of Work and the approved Price Formula dated (\_\_\_\_\_, 20\_\_). The approved Price Formula is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Exhibit B, Price Formula and this contract, this contract shall take precedence.
- C. CONSULTANT shall indemnify, defend with counsel approved by CVAG, and hold harmless CVAG, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature to the extent arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CVAG (meaning that CONSULTANT shall indemnify and defend CVAG notwithstanding any alleged or actual passive negligence of CVAG which may have contributed to the claims, damages, costs or liability). Should CVAG in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CVAG its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CVAG (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligence, recklessness or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- D. 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.
- E. 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. 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 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.

- F. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- I. 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.
- J. 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, Indio Branch. 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.
- L. 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.

## **ARTICLE II STATEMENT OF WORK**

The Statement of Work, including a description of the deliverables, is presented in Exhibit A, entitled Statement of Work, to this Agreement.

### **A. Consultant Services**

Consultant shall perform services consistent with the provisions of the Request for Proposals released on February 19, 2026, (the "RFP,") and Exhibit A to this Agreement, upon issuance by CVAG of written authority to proceed (a "Work Order") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

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

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 herein below.

**B. Right of Way**

Right of Way requirements are to be determined and shown by CONSULTANT, land surveys and computations with metes and bounds descriptions are to be made, and Right of Way plots are to be furnished (see exhibit A attached hereto.)

**C. Surveys**

The CONSULTANT has the responsibility for performing preliminary surveys (see exhibit A attached hereto.)

**D. Subsurface Investigations**

CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, all activities are to be in compliance with the mitigation and monitoring plan outlined in the approved environmental document(s) NEPA EA, CEQA EIR.

**E. Local Agency Obligations**

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT have been made available. No other assistance or services shall be furnished to CONSULTANT.

**F. Conferences, Visits to Site, Inspection of Work**

This contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting are included in the fee proposal (See Exhibit B attached hereto.)

**G. Checking Shop Drawings**

CONSULTANT shall be responsible to check shop drawings submitted for conformance review at commencement of construction phase. Payment for checking shop drawings by CONSULTANT are not included in the contract fee proposal. Checking of shop drawings will be performed by consultant on an as-needed basis with reimbursement based on the direct and indirect cost rates proposed in the approved cost proposal (see exhibit B attached hereto.)

**H. Documentation and Schedules**

CONSULTANT shall document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, updated monthly schedules, plans, specifications and estimates, or similar evidence of attainment of the contract objectives (see Exhibit A attached hereto.)

**I. Consultant Services During Construction (NOT APPLICABLE)**

There are no anticipated CONSULTANT's services during the course of construction such as material testing, construction surveys, etc. It is anticipated that these services will be included in the construction management contract.

**J. Deliverables and Number of Copies**

Six (6) copies of reports, brochures, sets of plans, specifications, or Right of Way plots is specified shall be considered as included in contract deliverables. Payment for additional copies shall be based on the direct and indirect cost rates proposed on the approved cost proposal (see exhibit B attached hereto).

**ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

A. CONSULTANT shall submit informal progress reports to LOCAL AGENCY's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to LOCAL AGENCY, describing the state of work

performed. The purpose of the reports is to allow LOCAL AGENCY 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.

- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

**ARTICLE IV PERFORMANCE PERIOD**

- A. This contract shall go into effect on (\_\_\_\_\_), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (\_\_\_\_\_), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Coachella Valley Association of Governments  
[INSERT NAME], Contract Administrator  
74-199 El Paseo Drive, Suite 100  
Palm Desert, CA 92260

- E. The total amount payable by LOCAL AGENCY shall not exceed \$[(INSERT AMOUNT)].
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE VI TERMINATION**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.

**ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE VIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

**ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Director of Administrative Services.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Director of Administrative Services of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations.

CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
    - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
    - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
    - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
  2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Exhibit B, Price Formula.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

#### **ARTICLE XI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in Exhibit B, Price Formula and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

#### **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

#### **ARTICLE XIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project.

CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- F. 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.

#### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### **ARTICLE XVI STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **ARTICLE XVIII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.
- E. LOCAL AGENCY hereby warrants that no authorization for CONSULTANT to proceed with services under this agreement shall be issued until adequate funding is made available to compensate CONSULTANT for such services. LOCAL AGENCY shall notify CONSULTANT of any funding shortages or failures to secure the entire funding amount required under this contract before CONSULTANT performs any services under this agreement.

## **ARTICLE XIX CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. The scope of work shall be subject to change by additions, deletions or revisions by LOCAL AGENCY. 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 herein below.
- C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- D. 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 subconsultant firms of the project team without prior written approval by LOCAL AGENCY.

## **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is \_\_\_\_\_%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to

carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

#### **ARTICLE XXI CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XXII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and CVAG's Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by CVAG's Executive Committee of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

## **ARTICLE XXIII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

## **ARTICLE XXIV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

## **ARTICLE XXV INSURANCE**

- A. Throughout the term of this Agreement, CONSULTANT shall procure and maintain insurance, including Workers' Compensation as required by law for its personnel, and a one million dollar (\$1,000,000.00) commercial general liability policy. CONSULTANT shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on this commercial liability policy for liabilities caused by CONSULTANT in its performance of services under this Agreement and shall provide CVAG with a certificate verifying such coverage.
- B. 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 evidencing insurance coverage as provided 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 herein provided, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

- C. CVAG, member agencies and any other interested and related party designated by CVAG are to be covered as additional insured as respects liability arising out of automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the said additional insureds. Minimum requirements are \$100,000/\$300,000/\$25,000.
- D. 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.
- E. CONSULTANT shall provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of CONSULTANT and all risks to such persons or entities.
- F. 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.
- G. Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the first Work Order. 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.

#### **ARTICLE XXVI OWNERSHIP OF DATA**

- A. Unless the RFP/Q 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 LOCAL AGENCY and may be used, reused, or otherwise disposed of by LOCAL AGENCY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to LOCAL AGENCY, at CONSULTANT's office and upon reasonable written request by LOCAL AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY
- G. 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.
- H. 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 there under 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.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### **ARTICLE XXXI RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

#### **ARTICLE XXXII UNDUE INFLUENCE**

- A. 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY to any and all remedies at law or in equity.
- B. No member, officer, or employee of LOCAL AGENCY, 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.

#### **ARTICLE XXXIII 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 perform all tasks required hereunder in a manner consistent with the degree of care and skill ordinarily exercised by other members of the same profession currently operating under similar circumstances. 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 not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

#### **ARTICLE XXXIV NOTIFICATION**

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:

CONSULTANT:

[INSERT CONSULTANT]  
[INSERT NAME, TITLE]  
[ADDRESS]  
[CITY, STATE, ZIP]

LOCAL AGENCY:

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

#### **ARTICLE XXXV CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire understanding between the parties relating to the obligations of the parties described herein. 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. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**ARTICLE XXXVI SIGNATURES**

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.

[INSERT CONSULTANT]

Coachella Valley Association of Governments

\_\_\_\_\_  
[INSERT NAME, TITLE]

\_\_\_\_\_  
Tom Kirk, Executive Director

**CONTRACT EXHIBITS**

- A: Statement of Work
- B: Price Formula
- C: Schedule
- D: Form 10-O2, Consultant Contract DBE Information