



73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
(760) 346-1127

**REQUEST FOR PROPOSALS
RFP No. 2021-03**

**BIOLOGICAL MONITORING SERVICES FOR
BIGHORN SHEEP FENCE INSTALLATION PROJECT
IN THE CITY OF LA QUINTA**

The Coachella Valley Conservation Commission (CVCC) has issued the attached Request for Proposals to qualified contractors for pre-construction surveys and biological monitoring services for the installation of exclusionary fencing for the Peninsular bighorn sheep.

Interested respondents should submit proposals to:

COACHELLA VALLEY CONSERVATION COMMISSION
ATTN: Michael Gladish
mgladish@cvag.org

**Proposals must be received by the CVCC by 4:00 pm (PST)
Wednesday, September 30, 2021
Late proposals will not be accepted.**

Technical questions regarding this Request for Proposals should be directed to Michael Gladish by email to, mgladish@cvag.org.

Table of Contents

I.	Invitation	2
II.	Background	2
III.	Description of Project	3
IV.	Scope of Work	3
V.	Tentative Project Schedule	5
VI.	Proposal Requirements	6
VII.	Selection Process.....	6
VIII.	Deadline for Submission of Proposals	7
IX.	Inquiries	7

Exhibit A: La Quinta Peninsular Bighorn Sheep Fence Route

Exhibit B: Sample CVCC Services Contract

COACHELLA VALLEY CONSERVATION COMMISSION

REQUEST FOR PROPOSALS

BIOMONITORING SERVICES FOR BIGHORN SHEEP FENCE INSTALLATION PROJECT IN LA QUINTA

I. INVITATION

The Coachella Valley Conservation Commission (CVCC) is seeking proposals from qualified professionals for pre-construction surveys and biological monitoring services (“Services”) during construction of exclusionary Peninsular bighorn sheep (PBS) from accessing urban areas within the City of La Quinta (City). Biological Services include daily pre-construction and clearance surveys in variable terrain, as well as the preparation of a Worker’s Environmental Awareness Program (WEAP) training for the construction crew as set forth in this Request for Proposals (RFP). The selected Respondent(s) will be expected to enter into a Services Agreement (Exhibit B) with the CVCC consistent with the terms of this RFP. **The contract term is expected to be from approximately October 14, 2021, to September 30, 2022, with the possibility of renewal through 2023.**

Respondents should submit their proposals by email no later than **4:00 pm (PST) on Wednesday, September 30, 2021**. Proposals should be submitted to the attention of Michael Gladish: mgladish@cvag.org.

All requirements necessary to respond to this RFP are listed in the Table of Contents, under Proposal Requirements, and posted on the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) website. Additional information on the CVMSHCP, including all Plan documents, can also be found at the CVMSHCP website, www.cvmshcp.org. The requirements for submitting a Proposal are stated in the attached RFP. Please review them carefully.

Please submit your proposal by email no later than 4 pm (PST) on Thursday, September 30, 2021. Proposals should be submitted to the attention of Michael Gladish, mgladish@cvag.org. You will receive a return email confirming receipt so please allow adequate time for your submittal to be received and confirmed.

II. BACKGROUND

In recent years, PBS have been regularly frequenting golf courses, residential, and recreational areas within the city limits including SilverRock Resort, PGA West, Tradition, The Quarry, and Lake Cahuilla. Since 2012 there has been a significant rise in PBS mortality through drowning, ingestion of poisonous plants, vehicle collisions, disease, and other factors related to the urban environment. Per the CVMSHCP, in order to avoid these impacts, the CVCC is required to

construct an exclusionary PBS fence to prevent the species from accessing artificial food and water sources in urbanized areas.

III. DESCRIPTION OF PROJECT

Through this RFP process the CVCC will select a contractor(s) to provide biological services including pre-construction and clearance surveys and biological monitoring for sensitive species during the installation of approximately 2.6 miles of exclusionary fencing. Attached Exhibit 1 shows the Phase 1 Fence Route (green line) which encompasses the limits of the 2.6-mile project. Construction is expected to take approximately 18 months and will require daily pre-construction survey sweeps.

Project Location:

The project is located in the City of La Quinta, Riverside County, California. Specifically, the project lies west of PGA West and Lake Cahuilla Veterans Regional Park (see attached Exhibit A). The project is located within the CVMSHCP Santa Rosa and San Jacinto Mountains Conservation Area.

IV. SCOPE OF WORK

Consultant will provide biological monitoring services for the PBS exclusionary fence installation to ensure compliance with California Environmental Quality Act (CEQA), California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) requirements for the protection of sensitive biological resources. The consultant shall provide a qualified biologist to conduct pre-construction surveys and biological monitoring as directed by CVCC staff. CVCC estimates up to 1050 survey and monitoring hours would be required. The qualified biologist's resume must be submitted to the CVCC for review and approval by the wildlife agencies 30 days prior to the start of construction. Biological monitor(s) shall provide tools and equipment necessary such as personal protective equipment appropriate for an active construction site, spotting scope, binoculars, field journal, camera, etc. Typical tasks include but are not limited to:

- Conduct daily or biweekly pre-construction survey sweeps for sensitive species including burrowing owl, nesting birds, desert tortoise, red diamond rattlesnake, Coachella Valley round-tailed ground squirrel, and PBS;
- Flagging sensitive resources and/or environmentally sensitive areas (ESAs) with appropriate buffers (as directed by CVCC) for avoidance during construction;
- Provide a qualified biological monitor to perform spot check monitoring for the duration of construction for presence of special status species;
- Prepare and provide WEAP training to all contractor personnel;
- Direct contractor placement of all fencing, barriers, and signage necessary to protect areas all ESAs;

- Halt construction activities as necessary to avoid impacting any special status species or ESAs and report to CVCC staff;
- Keep daily field notes and photos of onsite monitoring activities; and
- Prepare and submit a monthly report summarizing all pre-construction and monitoring activities. the report shall include the status of all fences, barriers, and signage utilized to protect special status species and ESAs and any corrective measures implemented to ensure avoidance and minimization

Every effort will need to be made to limit disturbance of natural areas to the greatest extent feasible. The project area includes some challenging conditions, including steep and rugged terrain adjacent to residential golf course communities. It should be noted that the line depicting the fence route is approximate; the location of the installed fence may have to be adjusted up or down slope to accommodate the rugged terrain and soil conditions. The actual length of fencing required may change once installation begins, based on conditions on the ground.

IV. TENTATIVE PROJECT SCHEDULE

Distribution of RFP	September 14, 2021
Latest Date for Questions on RFP	5 pm, September 21, 2021
Responses to Questions posted on CVMSHCP website	5 pm, September 23, 2021
Closing Date for RFP	4 pm, September 30, 2021
Tentative Notice of Intent to Award (pending CVCC approval)	By October 4, 2021
Approval of Contract and Notice to Proceed	By October 14, 2021

V. PROPOSAL REQUIREMENTS

You are encouraged to keep your proposal brief (no more than 10 pages) and relevant to the specific work required. The RFP document, as well as any addendum/addenda, may be downloaded from the CVMSHCP website at www.cvmshcp.org.

Proposals should include, as appropriate, the following:

A. Cover Letter including:

1. The name, address and phone number of the contact person for the remainder of the selection process.
2. Specific examples of relevant experience with similar projects in California.
 - i. Any qualifying statements or comments regarding the credentials and relevant experience of contractor.
 - ii. Descriptions of the roles, credentials and relevant experience of contractors, and identification of sub-contractors

- B. Firm, Project Manager and Key Staff Qualifications:
1. Qualifications of the contractor, licensed technicians, and assisting staff, and their experience. Describe any past experience providing biological monitoring on public works projects, and the abilities of the proposed project team. Include three references on past projects of similar nature and provide a key client contact person with their phone number and email address.
- C. Rates:
1. Submit Hourly Rate Sheet and list any additional applicable costs not listed.
 2. Submit additional budget which shall include a fully loaded rate sheet for all personnel assigned as call out – service call per hour cost or a flat rate. The Contractor may also include a budget narrative (no more than 1 paragraph) if helpful in order to better support the budget.

TERM OF CONTRACT: The contract term is expected to be from approximately October 14, 2021, to September 30, 2022, with the possibility of renewal through 2023. Any extensions are subject to approval by CVCC.

CONTRACT EXTENTION: CVCC reserves the option to temporarily extend this contract for periods up to 90 calendar days from its expiration date for any reason.

VI. SELECTION PROCESS

- A. Each proposal will be reviewed by an evaluation group to determine if it meets the proposal requirements. Failure to meet the requirements of the RFP will be cause for rejection of the proposal.
- B. The details of the scope and Contractor's fee for the project will be developed and negotiated with the selected respondent.
- C. The prospective Contractor(s) is advised that should this Request for Proposal result in award of a contract; the contract will not be in force until it is approved by the CVCC Executive Director.
- D. The respondent(s) proposals will be evaluated based upon the following criteria:
- Description of Qualifications, Experience and Approach to Scope of Work (40%)
 - Firm / Project Managers / Staff Qualifications (30%)
 - Budget / Hourly Rate / Project Cost (30%)

VII. DEADLINE FOR SUBMISSION OF PROPOSALS:

All proposals must be received by CVCC by 4:00 pm, (PST), September 30, 2021. Proposals must be submitted by email as a PDF file. PDFs should be compressed as much as possible. Incomplete or late submittals will be rejected. Proposals must be submitted to Michael Gladish, CVAG Management Analyst – Contracts/Procurement at mgladish@cvaq.org.

Proof of receipt before the deadline is a time and date receipt on the email. It is the responsibility of the firm replying to this RFP to see that any proposal shall have sufficient time to be received by CVCC.

VIII. INQUIRIES

All inquiries and responses to this RFP should be submitted by email to: Michael Gladish at mgladish@cvag.org.

Prospective respondents are encouraged to promptly notify CVCC of any apparent inconsistencies, problems, or ambiguities in this RFP. Respondents may submit questions via email to mgladish@cvag.org no later than 4:00 pm (PST) September 30, 2021. All inquiries shall be made only through this email address. Telephone calls will not be accepted. All notices, clarifications, and addendum/addenda to this RFP will be posted on CVMSHCP website at: <http://www.CVMSHCP.org>. Questions will be answered via an addendum submitted on CVMSHCP's website at www.cvmshcp.org. All addendum/addenda must be acknowledged and submitted with proposal response. Please monitor the website for all information regarding this RFP. CVCC will not be sending individual notifications of changes or updates. It is the sole responsibility of the prospective respondents to remain apprised of changes to the RFP and acknowledge any addendum/addenda.

This RFP does not commit CVCC to award a contract or pay any costs associated with the preparation of a proposal. CVCC reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of CVCC. CVCC reserves the right award the contract in any manner determined to be the most advantageous to CVCC.

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of CVCC/CVAG, other than the person named in this RFP. Neither proposers, nor anyone representing a proposer, is to discuss this RFP with any contractor engaged by CVCC for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the contractor even if the contract has already been awarded. Attached you will find a sample Services Contract (Attachment B). Work Orders will be issued as needed when fencing repairs are require

EXHIBIT B

SERVICES CONTRACT

between

COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)

and

INSERT CONSULTANT NAME

THIS AGREEMENT is made and effective as of INSERT MONTH/DAY, 2021 between the COACHELLA VALLEY CONSERVATION COMMISSION ("CVCC") and INSERT CONSULTANT NAME ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on INSERT MONTH/DAY, 2021 and shall remain and continue in effect until tasks described herein are completed, but in no event later than INSERT MONTH/ DAY, INSERT YEAR unless sooner terminated or extended pursuant to the provisions of this Agreement. CVCC shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than INSERT NUMBER additional one-year terms. If the parties are unable to reach an agreement, CVCC, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **INSERT SERVICES TO BE RENDERED** services consistent with the provisions of the Request for Bids/Proposals for the proposed **INSERT PROJECT**, released on INSERT DATE, (the "IFB/RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVCC of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

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

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

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultant proposal/bid)

3. PRICE FORMULA

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

4. PERFORMANCE

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

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

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

5. PAYMENT

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

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

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

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

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

(f) Upon approval by CVCC's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVCC disputes any of

Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

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

7. SCOPE OF WORK CHANGES

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

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

9. DEFAULT OF CONSULTANT

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

(b) As an alternative to notice of immediate termination, the CVCC Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default.

Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVCC shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

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

(b) Unless the RFB 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 CVCC and may be used, reused, or otherwise disposed of by CVCC without the permission of Consultant. With respect to computer files, Consultant shall make available to CVCC, at Consultant's office and upon reasonable written request by CVCC, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

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

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability policy in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property; (2) Professional Liability/Errors and Omissions in an amount not less than

\$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVCC, its member agencies and any other interested and related party designated by CVCC, as additional insureds on the commercial liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services and the under this Agreement and shall provide CVCC with a certificate verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance 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 CVCC. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, CVCC may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVCC, its member agencies, and any other interested and related party designated by CVCC 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 CVCC, 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 CVCC.

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

(e) Evidence of all insurance coverage shall be provided to CVCC prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVCC, its

members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVCC 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 CVCC, 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 CVCC or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVCC or its members, or bind CVCC or its members in any manner except as expressly authorized by CVCC.

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

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVCC, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

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

15. SENATE BILL 854 REQUIREMENTS

Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects are required to register, and annually renew, online for the program. No contractor or subcontractor may be awarded a bid for a public works project unless registered with the State of California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 and 1771.1. Contractor and any subcontractors must provide proof of active registration from the Public Works Contractor Registration online system at <https://efiling.dir.ca.gov/PWCR/Search> prior to commencement of any Work performed. Failure to submit this information with your bid may deem your bid non-responsive.

16. PREVAILING WAGE

The Contractor and any subcontractors shall comply with all State and federal regulations and guidelines required in the performance of this contract. Updated wages can be obtained by visiting www.dir.ca.gov for Stage Prevailing Wage Rates. Notwithstanding anything in the Contract Documents to the contrary, the Contractor shall be responsible for using up-to-date wage rates. In accordance with California Labor Code, Section 1771.4, Contractor and any subcontractors shall furnish certified payroll records directly to the DIR on a weekly basis and in the format prescribed by the DIR. Contractors and subcontractors on most public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system. See <http://www.dir.ca.gov/public-works/publicworks.html> for additional information. This project is subject to compliance monitoring and enforcement by the DIR.

17. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVCC 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 CVCC 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 CVCC to any and all remedies at law or in equity.

18. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVCC, 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.

19. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVCC's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVCC Task Manager or unless requested by the CVCC 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 CVCC. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVCC notice of such court order or subpoena.

(b) Consultant shall promptly notify CVCC should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVCC or its members. CVCC 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 CVCC and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVCC's right to review any such response does not imply or mean the right by CVCC to control, direct, or rewrite said response.

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

20. NOTICES

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

To CVCC:

Tom Kirk, Executive Director
COACHELLA VALLEY CONSERVATION
COMMISSION
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

To Consultant:

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

21. ASSIGNMENT/PERSONNEL

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

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

22. MANAGEMENT

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

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

23. SUBCONTRACTS

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

24. LICENSES

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

25. GOVERNING LAW

CVCC 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.

Any dispute arising under this Agreement shall first be decided by the CVCC Executive Director or designee. Consultant shall give CVCC 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 CVCC with a statement supporting the claim. CVCC 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.

26. FINAL PAYMENT CERTIFICATION AND RELEASE

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

27. ENTIRE AGREEMENT

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

28. FORCE MAJEURE

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

29. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

COACHELLA VALLEY CONSERVATION COMMISSION

By: _____
Tom Kirk, Executive Director

MSA Consulting, Inc.

By: _____
INSERT NAME, TITLE

EXHIBIT A
SCOPE OF WORK

See following page.

DRAFT

EXHIBIT B
PRICE FORMULA

See following page.

DRAFT