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**REQUEST FOR PROPOSALS
RFP No. 2021-01**

**ON-CALL REPAIR FOR FENCING, GATES, AND SIGNAGE ON
CONSERVATION LANDS IN COACHELLA VALLEY, CALIFORNIA**

Interested contractors should submit proposals to:

COACHELLA VALLEY CONSERVATION COMMISSION
ATTN: MICHAEL GLADISH
mgladish@cvag.org

**Proposals must be received to the email address above by
5:00 pm PST Friday, September 10, 2021**

Late proposals will not be accepted.

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

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I. INVITATION

The Coachella Valley Conservation Commission (CVCC) seeks proposals from qualified contractors for the provision of routine and emergency repair services (“Services”), for fencing on Conservation properties of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) on a non-exclusive basis, as set forth in this Request for Proposals (“RFP”). The selected Respondent(s) will be expected to enter into a Services Agreement (Attachment C) with the CVCC consistent with the terms of this RFP. **The contract term is expected to be from approximately October 1, 2021, to September 30, 2022, with the possibility of an annual renewal through 2024.**

CVCC is accepting proposals for routine and emergency repair for single line post and cable fencing, gates, and replacement or installation of signage on conservation lands within the CVMSHCP Reserve System. The Contractor will repair and replace single-strand post and cable fencing, manual swing gates, post or replace signs as necessary, and coordinate with CVCC’s Conservation Program Manager and Land Manager. Currently, CVCC has a backlog of fencing repairs that will need to be completed soon after the contract is awarded. Subsequently, the Respondent will provide emergency repairs when needed and routine repairs on a regular schedule (to be determined). CVCC reserves the right to contract for the work with a single primary Contractor, or on a non-exclusive basis with multiple Contractors.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services required will be held on **Wednesday, August 25, 2021, at 11:00 am (PST)**. This meeting will be conducted via Zoom. Please email Michael Gladish at mgladish@cvag.org to receive a link to attend the meeting. Please have a copy of the RFP with you at that time. The meeting is non-mandatory but recommended as it will cover detailed locations and pictures of current damage.

Respondents should submit their proposals by email no later than **5:00 pm on Friday, September 10, 2021**. Proposals should be submitted to the attention of Michael Gladish: mgladish@cvag.org.

All requirements necessary to respond to this request for proposals are listed in the Table of Contents, under Proposal Requirements, and posted on the 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.

II. BACKGROUND

The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) is a regional landscape-scale plan which provides for conservation of biological diversity and ecosystem processes to meet the requirements of federal and state endangered species laws, while allowing for balanced growth and development. The CVMSHCP provides for conservation, monitoring and management of 27 species and 27 natural communities in an area of approximately 1.1 million acres in eastern Riverside County. The CVMSHCP is authorized by permits from the state and

federal wildlife agencies including the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service.

The Coachella Valley Conservation Commission (CVCC) is a joint powers authority responsible for implementing the CVMSHCP on behalf of the Local Permittees. The Local Permittees consist of the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage, the County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Waste Resources Management District, Riverside County Regional Parks and Open Space District, Coachella Valley Water District, Mission Springs Water District, and Imperial Irrigation District. State permittees include Caltrans, the Coachella Valley Mountains Conservancy, and California Department of Parks and Recreation. The Coachella Valley Association of Governments (CVAG) provides administrative support and staffing for the CVCC.

During the last year, many assets on conservation properties have suffered significant vandalism within the Conservation Areas. These areas are sensitive habitat for species protected under the CVMSHCP and require control of access in areas with prior history of degradation. There are currently a backlog of fencing, signage and gates installed on parcels since 2014 that have been damaged by vandalism and are threatened by a considerable amount of human activity, including increased dumping and off-road vehicle use. CVCC is seeking proposals for on-call repair on conservation properties in Desert Hot Springs, Cathedral City, and several areas of unincorporated Riverside County including Sky Valley, Thousand Palms and Desert Edge, California. The contractor will patch or repair single line post and cable fencing and gates in response to requests from CVCC, and post /replace signage where needed to manage access issues and coordinate with the CVCC Land Manager. The CVCC Conservation Program Manager will provide biological training to contractors prior to starting work and provide oversight during work activities to ensure avoidance and minimization of impacts to Covered Species. Work will occur adjacent to paved roads, dirt roads and in untraveled "natural" areas. A four-wheel drive truck and/or all-terrain vehicle may be needed to access the work site on any given day. Access routes should follow the path of the fencing as closely as possible to minimize ground disturbance and all vehicles must stay as close to work areas as possible.

The intent of this request for proposals is to establish a service contractor or contractors for on call services on an as-needed basis for existing CVCC owned fencing and gates. Adaptive repairs may be needed in some instances as they emerge. This request for proposals is not intended to be a solicitation for fencing projects or installations related to new construction or other capital projects.

III. SCOPE OF WORK

The Scope of Work presented here is provided as a starting point for these repairs. The Contractor will provide all labor, tools, equipment, and materials to perform installation and repairs. Contractor shall be available on-call during regular business hours Monday thru Friday, and occasionally on Saturdays if needed within three (3) business days of work orders issued throughout the year for any repair on these lands, Sundays and holidays observed by CVCC excluded. Total hours worked in a day shall not exceed eight (8) hours without prior consent from CVCC Project Manager. Proposals should include previous experience with these types of repairs, and projected costs for materials and time. Repair orders may be refined and adapted as appropriate following selection of the contractor, in consultation with CVCC staff.

The Contractor shall furnish materials and labor to repair single strand post and cable fencing, manual swing gates, and install signage. Repair and replacement of fencing and gates must be constructed to equal or exceed, in strength and durability, to the specifications described below. Signage will be provided for posting in sites that need replacement signs. Repairs will be determined to be adequately completed by the CVCC through the submission process or during a job walk prior to issuing final payment.

Contractors must submit their rate sheets for labor and material for fencing repairs/installation. Contractors will receive a work order with a map by email and submit through the system by picture when the work is complete. The Conservation Program Manager will train the contractor on how to submit the forms to the database if there is no prior experience working with the types of ArcGIS Online apps. Attached are drawings for typical "post and cable fencing" and gates found on CVCC properties. When repairs are performed, the contractor is expected to match/repair existing fencing regardless of the details provided herein.

Fence Specifications: The fencing to be maintained is three-foot tall, single strand post and cable fencing installed in several conservation areas. Replacement posts should be 2-3/8" galvanized steel, 5 feet in length, set 2 feet deep in the ground at spacing intervals of 10-12 feet on center, with 4inch cement footings and top caps. Replacement cable should be woven 5/16inch galvanized steel (1x19, 7x7 or 7x19 cable is acceptable) and strung approximately 2.7 feet above ground with appropriate tension. If cable is in place and just cut, galvanized cable clamps can be used to patch cuts in the fence. All posts shall be replaced to the required depth and shall be firmly embedded so that there is less than 1 inch of horizontal movement at the top of post when a horizontal force of 80lbs is applied. Bracing shall be used on both sides of corner post(s) as it currently is in the field. In straight sections, anchor or pull posts shall be spaced at intervals not to exceed 300 feet. Any straight section of fence more than one-half mile long shall have a minimum of two-line anchor or pull post assemblies and should be equally spaced. It is desirable to tie off all cable with appropriately sized turnbuckles but any suitable fastener showing good workmanship and allowing the wire to freely contract and expand may be used to secure the wire to the post. Reflective stickers or flagging for fencing, signage and gates will be provided during repairs as needed.

Gate Specifications: All posts and gate rails should use 2-3/8" thick galvanized steel posts. Hinge and latch posts should be a minimum of 5 feet in length, 4 inches in diameter, set 2.5 feet deep with cement footings and top caps. Gates should consist of at minimum a single top rail approximately 15 feet in length, a vertical rail approximately 2.5 feet long and a bottom support rail. Box hinges may be used for mounting gate frames and an industrial strong arm single gate latch, or top pin latches, may be used for securing closure. All gates should permit a full 15 feet of clearance, swing loose and free in both directions, and movement should not be obstructed or reduced by vegetation or adjacent materials.

Sign Specifications: Signage will be provided to the Contractor by the CVCC Conservation Program Manager and Land Manager. The typical signs used on the reserve are 18 inch by 12 inch signs but other sizes may be required over the course of the contract. Signs will contain prepunched holes and will either be mounted directly on gates, or affixed to 8 foot tall U-channel posts pounded into the ground. Posts and hardware to install the sign will be aquired by the Contractor and included in the cost of maintenace and repair materials. Installation of other signs as necessary may come up over the course of the contract.

Biological Considerations: The project area occurs within designated Conservation Areas. The CVCC Conservation Program Manager shall provide pre-maintenance training and coordination prior to beginning work to ensure all contractors avoid and minimize impacts to covered species present at the job site. The CVCC Program Manager will have the authority to stop work to ensure protection of covered species.

IV: SCHEDULE

Request for Proposals distributed	August 17, 2021
Non-Mandatory pre-submission meeting	August 25, 2021 (11:00 am PST)
Deadline for Submission of Questions	August 27, 2021 (5:00 pm PST)
Response to Questions Posted	August 31, 2021
Deadline for receipt of Proposals	September 10, 2021 (5:00 pm PST)
Interviews (if needed and subject to change)	September 13, 2021 - September 24, 2021
Expected Contract Award	By October 1, 2021

V. PROPOSAL REQUIREMENTS

You are encouraged to keep your proposal brief 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
 - iii. Contractor license number and DIR registration number

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 working on public works projects, maintenance and repair, wildland / range management, 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.

2. Any prior experience with use of ArcGIS based public works apps to manage workflow in the field is preferred. Jurisdictions often use these types of applications when having the public report issues and sending contractors to the field. Please describe any prior experience working with these types of applications in the field.
3. Pursuant to Public Contract Code Section 3300, Contractors shall possess active and current Contractor's License, Class C-13 or a General Engineering Contractor License A, which shall be maintained through the course of the Work. CVCC also requires proof of insurance (please see Services Contract for more information).

C. Rates:

1. Submit Attachment "A" Rate Sheet and list any additional applicable costs not listed. This includes cost associated with those materials identified in the scope of work, including estimated cost and transport of materials for posts or linear feet associated with repairs, as well as costs to weld and repair / replace gates.
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.

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.

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.

TERM OF CONTRACT: The initial term of this contract shall be for one (1) year. CVCC will have the option to renew the Contract for two (2) additional one (1) year terms. Any extensions are subject to approval by the Coachella Valley Conservation Commission.

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.

ESTIMATED ANNUAL COST FOR REPAIRS: CVCC estimates the projected annual cost of the services described in this RFP shall not exceed \$25,000. This is only an estimate, it is not a guaranteed amount.

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 Request for Proposals will be cause for rejection of the proposal.
- B. The evaluation group may ask for an interview and oral presentation from a short list of selected respondents. The selected Contractor(s) will then proceed to contract negotiation. 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 25%
 - Experience, Project Understanding and Approach 35%
 - Contractor / Staff Qualifications and Project Organization 20%
 - Budget/Hourly Rate/Materials and Travel Cost Estimate 20%

VII. DEADLINE FOR SUBMISSION OF PROPOSALS:

All proposals must be received by CVCC by 5:00 pm, local time, September 10, 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@cvaq.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@cvaq.org no later than 5:00 pm local time August 27, 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. Work Orders will be issued as needed when fencing repairs are required.

**ATTACHMENT A
RATE SHEET**

MATERIAL COST:

Mark-up _____ % (expressed as percentage of cost)

Discount _____ % (explain circumstances when this would apply if applicable)

MOBILIZATION (IF APPLICABLE):

Flat Rate _____

RENTAL EQUIPMENT:

Mark-Up _____ % (expressly as percentage of cost)

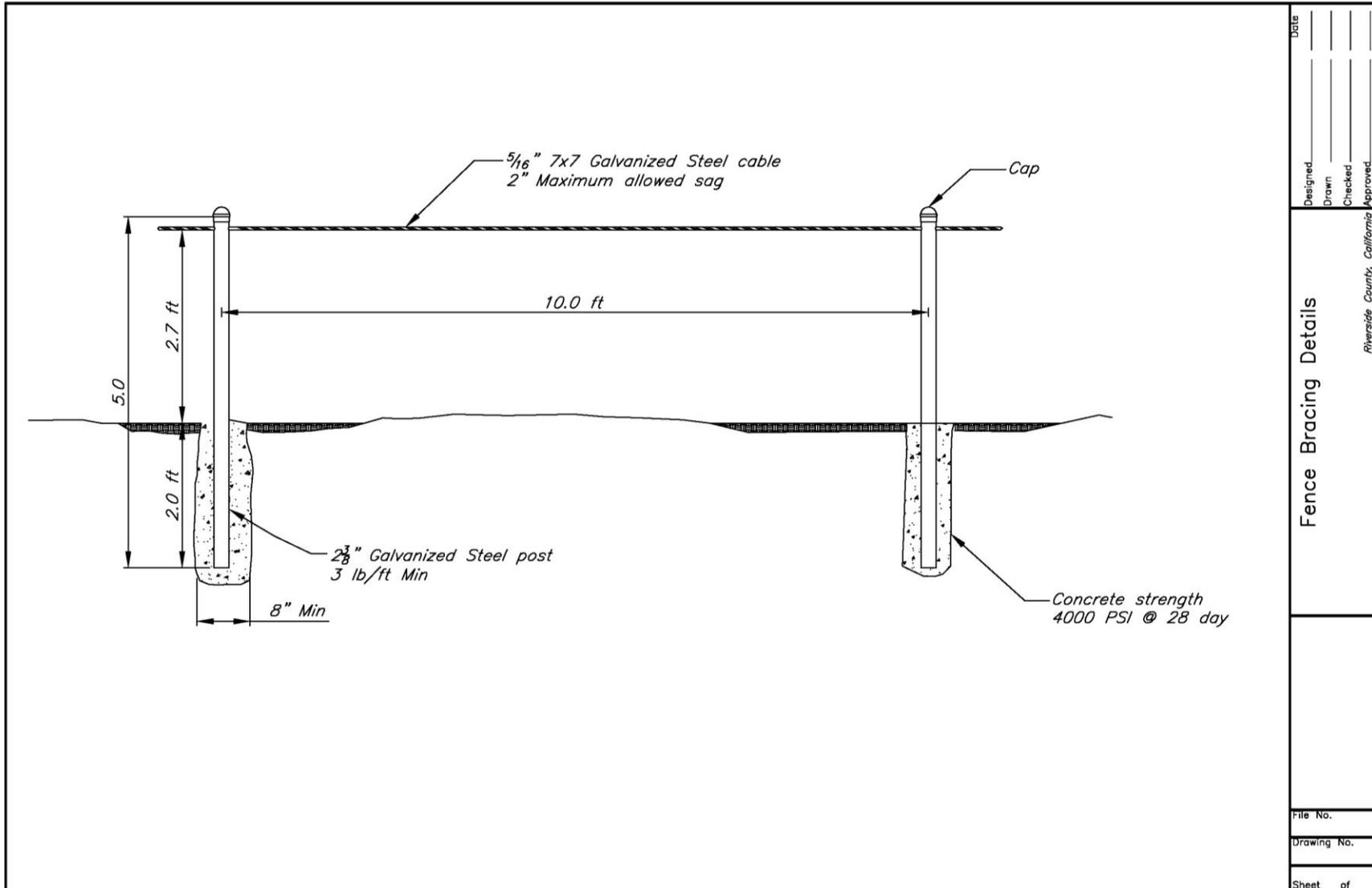
FACILITIES & ADMINISTRATION:

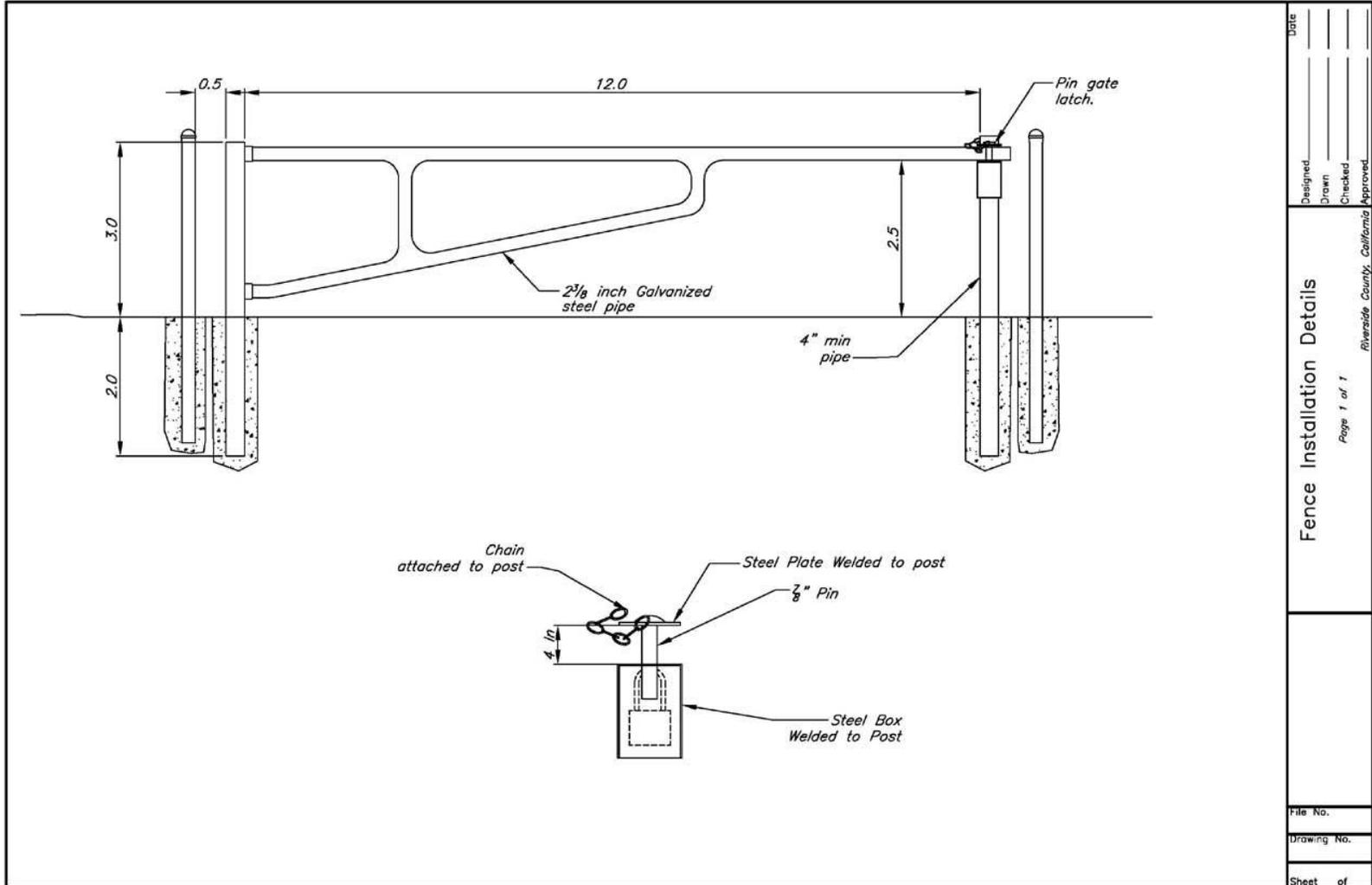
Percentage of Labor _____ % (shall not exceed 20%)

OTHER FEES/COSTS NOT LISTED:

Misc. _____

ATTACHMENT B: FENCING AND GATES DESIGN ELEMENTS





File No.	
Drawing No.	
Sheet of	

Designed		Date	
Drawn			
Checked			
Approved			

Page 1 of 1
Riverside County, California

Fence Installation Details

**ATTACHMENT C: SAMPLE
SERVICES AGREEMENT**

between

COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)
and
INSERT CONSULTANTS NAME

THIS AGREEMENT is made and effective as of _____, 20__ between the COACHELLA VALLEY CONSERVATION COMMISSION ("CVCC") and INSERT CONSULTANTS 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 _____, 2021 and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 2022 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 two (2) additional one-year terms. If 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 services consistent with the provisions of the Request for Proposals released on _____, 2021, (the "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 RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s), which amend or modify the RFP and/or Consultant's response thereto, are attached and incorporated herein by reference:

Exhibit A: Price Formula

3. PRICE FORMULA

CVCC agrees to pay Consultant at the rates set forth in Exhibit A, the Price Formula.

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 A. 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 RFP 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. CALIFORNIA LABOR CODE PROVISIONS

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.

Prevailing Wage Rates: 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.

9. 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.

10. 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.

11. 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 RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of 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.

12. 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.

13. INSURANCE

(a) Throughout the term of this Agreement, and prior to commencement of Work, Consultant shall procure, maintain, and provide at its own expense during the term of this Agreement, policies of proof of insurance of the type and amounts described below and in a form that is satisfactory to CVCC : (1) Commercial General Liability policy form CG 00 01, or the exact equivalent with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate; (2) Auto Liability coverage for owned, non-owned and hired autos using SA Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this agreement; (3) Workers' Compensation as required by law (Statutory Limits) and Employer's Liability Insurance for its personnel no less than \$1,000,000.00 per accident or disease. Vendor shall submit to CVCC, 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 this commercial general liability policy for liabilities caused by Consultant in its performance of services under this Agreement, and waive any right of subrogation of the insurer against CVCC, its members, and related party designated by CVCC. By signing this

agreement, Consultant hereby waives its own right of recovery against CVCC and any other additional insureds. Consultant shall provide CVCC with a certificate and endorsements showing such coverage shall be primary and 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 umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CVCC before the CVCC's own insurance or self-insurance shall be called upon to protect it as a named insured. Product/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. 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.

(c) 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.

(d) Evidence of all insurance coverage shall be provided to CVCC prior to commencement of work. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: Executive Director
COACHELLA VALLEY CONSERVATION
COMMISSION
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

To Consultant: ATTN: XXXX
INSERT CONSULTANTS NAME
ADDRESS
CITY

20. 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.

21. 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.

22. SUBCONTRACTS

Unless expressly permitted in the RFP 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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

INSERT CONSULTANT NAME

AUTHORIZED REPRESENTATIVE OF CONSULTANT, TITLE