

# **REQUEST FOR PROPOSALS FOR CAPITAL PROJECT MANAGEMENT SERVICES**



Coachella Valley Public Cemetery District  
82925 Avenue 52  
Coachella, CA 92236  
(760) 398-3221  
CVPCD.org

Proposals due November 2, 2026, 5:00 p.m.

## 1. INTRODUCTION

The Coachella Valley Public Cemetery District (District) invites proposals from qualified firms to provide comprehensive capital project management services for the evaluation, planning, design, procurement, permitting, construction, commissioning, and closeout of potential administrative office and Board meeting facilities, including related site improvements necessary to support the selected project in conformance with this RFP and the Agreement (as defined herein).

The District seeks a comprehensive capital project-management partner capable of serving in an owner's-representative capacity as the principal day-to-day manager of the District's consultants, contractors, vendors, regulatory coordination, and project documentation. The selected consultant will be expected to advance authorized work with limited day-to-day management required from District staff. The District will retain, without limitation, all policy, funding, procurement, contracting, and approval authority.

The initial authorized assignment is expected to consist of an assessment and feasibility phase ("Phase 1"). Any subsequent phase will be optional and may proceed only through a written task order and Notice to Proceed issued by the District. Selection of a consultant and execution of a master agreement do not guarantee authorization of any project or future phase.

## 2. DISTRICT BACKGROUND

The District is an independent California special district formed in 1927 to provide public cemetery services to the Coachella Valley. The District owns and operates the Coachella Valley Public Cemetery in Coachella, California. Customer-service, maintenance, landscape, circulation, utility, and burial-related functions at the cemetery must remain operational during project planning and implementation. The District's administrative offices and Board meeting functions are currently located in leased space in Palm Desert and may remain there until the project is completed. The District does not anticipate requiring temporary on-site administrative offices or Board meeting facilities during construction.

The District's adopted 10-Year Master Plan contemplated construction of a new administration center that would consolidate customer-facing, administrative, and governance functions. The District is now considering whether a different approach may be more cost-effective and better aligned with current operational needs.

## 3. PROJECT OVERVIEW

The District expects the selected consultant to evaluate, at a minimum, potential combinations of the following:

- Reuse and remodeling of the existing on-site residential structure for administrative office use;
- Installation or construction of a separate Board meeting facility, which may include modular, prefabricated, or conventional construction;
- Construction of a new facility containing administrative offices and Board meeting space;
- Construction of a consolidated new facility containing Cemetery Services, administrative offices, and Board meeting space, if the consultant determines that such an alternative warrants consideration;
- Demolition or removal of existing structures when necessary to implement a recommended alternative;
- Parking, circulation, pedestrian access, accessibility, security, signage, landscaping, irrigation, drainage, lighting, communications, utilities, solar and other energy systems, and other site improvements directly necessary to support the evaluated alternatives; and
- Other reasonable alternatives identified by the consultant that meet the District's administrative-office and Board meeting needs.

The District has not selected a preferred development alternative. The selected consultant must provide in Phase 1 the Board of Trustees with sufficiently reliable information to compare alternatives and determine whether, how, and when to proceed.

The District's existing Cemetery Services building, located near the cemetery entrance, currently serves customer-facing operations and is not included in the anticipated project scope. Cemetery Services will remain in its existing building unless the consultant recommends, and the Board elects to pursue, a consolidated new facility.

### **3.1 Existing Engineering and Site-Planning Work**

The District currently contracts with Coachella Valley Engineers (CVE) for engineering and site-planning services associated with broader cemetery improvements. CVE's current work includes sitewide mapping and entitlement activities, rezoning, new cemetery sections, roadway improvements, and related coordination with the County of Riverside. CVE has initiated Pre-Application Review meetings and other County coordination activities.

The District's June 2026 Overall Site Plan identifies a potential future administration area and driveway within the broader cemetery site plan. This location and configuration are preliminary and do not constitute a final District decision regarding the location, design, or construction of administrative office or Board meeting facilities.

The selected consultant shall review and build upon relevant work already completed or underway by CVE. The consultant shall coordinate with CVE, District staff, Riverside County, and other project participants to maintain consistency among facility planning, sitewide mapping, entitlements, roads, utilities, drainage, circulation, and future cemetery development.

The consultant shall avoid unnecessary duplication of services already authorized under CVE's agreement. If additional or modified services from CVE are needed, the consultant shall advise the District and assist in defining the required work. The consultant does not have the authority to direct CVE to perform additional services, modify CVE's scope, or authorize additional compensation without prior written approval from the District.

### **3.2 Reference Documents**

The following reference documents will be provided with the RFP:

- District 10-Year Master Plan; and
- Coachella Valley Public Cemetery Overall Site Plan, prepared by Coachella Valley Engineers, dated June 2026.

Reference documents are provided to assist proposers in understanding existing and ongoing planning activities. They are preliminary, may be revised, and do not establish the final project scope, selected alternative, or allocation of professional responsibility.

### **3.3 Pre-Proposal Meeting**

The District will conduct a non-mandatory pre-proposal meeting and site visit on Wednesday, October 14, 2026, at 2:00 p.m. at the Coachella Valley Public Cemetery, 82-925 Avenue 52, Coachella, California. All attendees should check in at the front office. Prospective proposers will have an opportunity to view the project site and ask questions regarding the requested services. Attendance is encouraged but is not required to submit a proposal. Any information affecting the RFP will be confirmed through a written addendum; oral statements made during the meeting shall not modify the RFP.

## 4. PROJECT OBJECTIVES

- Provide a defensible assessment of existing facilities and realistic development alternatives.
- Present the Board with clear feasibility, cost, schedule, operational, and risk comparisons.
- Translate the Board's selected alternative into an executable project plan.
- Manage all authorized procurement activities in accordance with District policy and applicable law.
- Coordinate necessary architects, engineers, specialty consultants, contractors, vendors, utilities, and regulatory agencies.
- Protect the District's budget, schedule, quality standards, ongoing operations, and public-service obligations.
- Provide clear documentation, reporting, recommendations, and decision points throughout the project.
- Manage the authorized project through permitting, construction, commissioning, and closeout, coordinating the responsible project participants to achieve completed and usable improvements with limited day-to-day burden on District staff.

## 5. CONTRACTING AND AUTHORIZATION STRUCTURE

### 5.1 Master Agreement

The District anticipates entering into a master professional-services agreement (the "Agreement"), included as Appendix D and incorporated herein by reference, with one qualified firm. The Agreement will establish general responsibilities, approved personnel, hourly rates, reimbursable-expense limitations, insurance, indemnity, recordkeeping, ownership of work product, and other terms. Except for the initial task order expressly approved at contract award, the Agreement will not authorize work or guarantee compensation.

### 5.2 Task Orders and Notices to Proceed

Each authorized phase or assignment will be documented through a written task order that identifies:

- The specific scope and deliverables;
- Assigned personnel and approved subconsultants;
- Schedule and decision milestones;
- Compensation method and a not-to-exceed amount;
- Assumptions, exclusions, and authorized reimbursable expenses; and
- The District representative authorized to administer the task order.

No work may begin and no cost may be incurred until the District issues a written Notice to Proceed for the applicable task order. Verbal direction, attendance at a meeting, completion of a prior phase, or identification of a potential need does not authorize additional work.

### 5.3 Decision Gates and Discontinuation of Future Phases

Completion or authorization of one phase does not obligate the District to authorize any subsequent phase. Following completion of each phase, the Board or authorized District representative may proceed to the next phase, modify the contemplated scope, request additional analysis, defer action, independently procure subsequent services, or conclude the engagement.

If the District elects not to proceed with the project or subsequent phase, no future phase will be authorized and the consultant will have no entitlement to anticipated fees, lost profits, standby costs, or compensation for unauthorized work.

### 5.4 Termination

The Agreement will include the District's right to terminate the Agreement or any task order, in whole or in part, for convenience or cause upon written notice.

## 6. SCOPE OF SERVICES

The following scope describes services that may be required during the Agreement. Phase 1 is anticipated as the initial task order. Phases 2 through 5 and optional services are not guaranteed and will be performed only when authorized by task order and a Notice to Proceed.

The District anticipates that Phase 1 will be completed within approximately six months after issuance of the Notice to Proceed. Proposers shall provide a detailed Phase 1 schedule and identify any recommended adjustment to this anticipated timeframe.

### 6.1 Phase 1 - Existing Conditions, Feasibility, and Board Recommendation

- Conduct a Phase 1 kickoff and confirm District objectives, decision criteria, operational requirements, stakeholders, available records, and information needs.
- Review the District's Master Plan, CVE's Overall Site Plan, County feedback, mapping and entitlement work, materials associated with the County's Pre-Application Review process, and other relevant work already completed or underway.
- Inspect and assess the existing residential structure, potential development areas, site circulation, accessibility, utilities, landscaping, irrigation, drainage, security, communications, and other conditions relevant to the administrative office and Board meeting facility alternatives.
- Identify additional investigations or professional studies needed to support reliable recommendations, including structural, architectural, civil, geotechnical, environmental, hazardous-material, utility, code, accessibility, and other specialty assessments.
- Evaluate reuse, renovation, modular or prefabricated construction, new conventional construction, demolition, relocation, and reasonable combinations of these approaches.
- Assess operational impacts, customer-service continuity, staff workflow, Board meeting needs, construction phasing, temporary facilities, and public access.
- Consult with the County of Riverside and other authorities having jurisdiction, as appropriate, to identify likely zoning, land-use, building, fire, accessibility, utility, environmental, and permitting requirements.
- Develop up to three conceptual site and space-planning alternatives adequate to support comparison and decision-making. Conceptual materials are not required to constitute construction documents.
- Prepare order-of-magnitude and comparative project costs, including design, studies, permits, construction, modular or equipment costs, utilities, site work, landscaping, escalation, contingencies, consultant services, testing, inspection, temporary operations, and other owner costs.
- Prepare preliminary implementation schedules, procurement strategies, dependencies, risks, and decision milestones for each viable alternative.
- Identify advantages, disadvantages, feasibility concerns, lifecycle considerations, and significant risks.
- Provide a clear professional recommendation, including a recommended alternative or sequence of improvements.
- Prepare and deliver a written feasibility and alternatives report and present findings to District staff and the Board of Trustees.

#### **Required Phase 1 coordination deliverable:**

Prepare a Coordination and Responsibility Memorandum, including a responsibility matrix identifying the roles of the District, the consultant, CVE, architects, specialty consultants, regulatory agencies, the District's GIS provider, and other anticipated participants. The memorandum shall identify existing work products, areas of overlap, information dependencies, scope gaps, decision authority, and recommended coordination procedures.

#### **Anticipated Phase 1 decision gate:**

After reviewing the consultant's findings, the Board may select an alternative, request additional analysis, defer the project, or decide not to proceed. No later phase is authorized unless the District issues a written task order and Notice to Proceed.

## **6.2 Phase 2 - Project Definition, Design, and Predevelopment Management**

- Convert Board direction into a written project charter, scope, program, budget, milestone schedule, responsibility matrix, and implementation plan.
- Recommend an appropriate delivery method and contracting strategy consistent with District policy and applicable California law.
- Identify and develop scopes for required architects, engineers, testing firms, surveyors, environmental professionals, cost estimators, modular-building providers, and specialty consultants.
- Manage selection, contracting, onboarding, and performance of authorized design and technical consultants.
- Coordinate programming, concept development, schematic design, design development, construction documents, specifications, estimates, constructability reviews, value engineering, and quality-control reviews.
- Maintain decision, risk, issue, action-item, budget, schedule, and document-control logs.
- Coordinate utility-provider requirements, service availability, relocations, upgrades, and connection planning.
- Coordinate plan review and permitting strategy with Riverside County and all other authorities having jurisdiction.
- Confirm that designs address accessibility, security, maintainability, operational continuity, landscaping, irrigation, drainage, parking, access, utilities, technology, and other approved project components.
- Prepare staff and Board presentations, recommendations, and supporting documents at required approval milestones.

## **6.3 Phase 3 - Procurement and Preconstruction Management**

- Develop a procurement plan identifying each required solicitation, statutory or policy requirements, approval authority, schedule, selection method, and contracting sequence.
- Prepare or coordinate complete scopes, specifications, bid or proposal documents, cost forms, evaluation materials, and contract exhibits.
- Administer procurement activities in accordance with the District's procurement policy and applicable federal, state, and local requirements.
- Coordinate advertising, outreach, site walks, pre-bid or pre-proposal conferences, questions, addenda, receipt procedures, responsiveness reviews, evaluations, interviews, reference checks, responsibility determinations, negotiations when permitted, and award recommendations.
- Prepare procurement records and documentation suitable for District, legal, audit, grant, and public-record requirements.
- Coordinate insurance, bonds, licenses, Department of Industrial Relations requirements, prevailing wage, labor compliance, permits, and other preconstruction requirements.
- Prepare Board and staff recommendations and supporting materials for contract awards.
- Establish baseline scope, budget, schedule, quality, communication, safety, submittal, change-management, payment, and documentation procedures before construction begins.

The consultant's procurement role is advisory and administrative. The consultant may prepare procurement documents, coordinate solicitation activities, evaluate submissions, and make written recommendations, but shall have no authority to select a contractor or vendor, award or execute a contract, authorize additional services or compensation, approve a change order, issue a notice of award or notice to proceed, or otherwise bind the District.

All procurement and contracting recommendations shall be submitted to the District for approval under the District's procurement policy. Matters within the General Manager's delegated authority may be approved

by the General Manager. Matters exceeding that authority shall be presented to the Board of Trustees. The consultant shall obtain District approval before issuing any solicitation, material addendum, award communication, contractual commitment, or other action requiring District authorization.

#### **6.4 Phase 4 - Construction and Implementation Management**

- Serve as the District's principal day-to-day owner's representative and project coordinator.
- Coordinate contractors, architects, engineers, specialty consultants, inspectors, testing firms, utilities, vendors, modular-building providers, landscapers, and regulatory agencies.
- Conduct regular progress meetings; issue agendas, minutes, action lists, and follow-up documentation.
- Monitor construction for conformance with approved plans, specifications, contracts, permits, quality standards, schedule, budget, safety requirements, and operational constraints.
- Coordinate Riverside County permitting, corrections, inspections, approvals, and required agency communications.
- Review and make recommendations regarding submittals, requests for information, substitutions, payment applications, schedules, claims, potential change orders, and proposed contract modifications.
- Maintain project budget, commitment, contingency, change-order, invoice, schedule, risk, inspection, testing, and document-control records.
- Provide independent cost and schedule analysis and promptly advise the District of variances, disputes, delays, deficiencies, risks, or decisions requiring District action.
- Coordinate work affecting buildings, modular facilities, demolition, grading, paving, parking, access, landscaping, irrigation, drainage, utilities, security, lighting, communications, signage, furnishings, and other approved components.
- Plan and coordinate construction sequencing, temporary facilities, public access, staff operations, noise, dust, safety controls, and customer-service continuity.
- Review invoices and payment applications for completeness, accuracy, contract compliance, progress, retention, releases, and supporting documentation before recommending payment.
- Manage corrective work, testing, inspections, commissioning activities, substantial completion, and readiness for occupancy or use.

#### **6.5 Phase 5 - Commissioning, Turnover, and Closeout**

- Coordinate punch lists, corrective work, final inspections, occupancy approvals, and acceptance recommendations.
- Verify delivery of warranties, guarantees, operations and maintenance manuals, training, keys, access credentials, spare materials, test results, certifications, permits, and record drawings.
- Reconcile contracts, change orders, allowances, contingencies, payments, retention, liens, releases, claims, and final project costs.
- Coordinate transition to District operations and confirm completion of required staff training.
- Prepare a final project report documenting scope, schedule, budget, funding, major decisions, outstanding obligations, warranties, and lessons learned.
- Provide an organized electronic project archive in a District-approved format.

#### **6.6 GIS and Record Data Coordination**

The District maintains an existing geographic information system (GIS). The consultant shall coordinate with District staff, CVE, design professionals, contractors, and the District's GIS provider to ensure that project-related spatial data and record information are prepared in formats compatible with the District's system. Relevant information may include final building footprints, parking and circulation improvements, utilities, drainage facilities, irrigation, landscaping, lighting, communications, solar or other energy systems, easements, and other constructed site features.

Before project closeout, the consultant shall verify that accurate record drawings and available geospatial data have been delivered to the District and its GIS provider. Direct entry, conversion, configuration, or updating of the District's GIS shall be performed only when included in an authorized task order.

## **6.7 Grant-Funded Project Coordination and Compliance**

The District may obtain federal, state, regional, local, utility, or other external funding for one or more project components. The District and its governmental-affairs representatives will be responsible for identifying and pursuing funding opportunities unless the District expressly authorizes otherwise.

If outside funding is pursued or awarded, the consultant shall coordinate with District staff, the District's governmental-affairs representatives, legal counsel, funding agencies, design professionals, contractors, and other parties as necessary to incorporate applicable funding requirements into project delivery. Responsibilities may include evaluating effects on scope, schedule, budget, design, procurement, contracting, construction, documentation, reporting, audit, and closeout; incorporating applicable requirements into solicitations and contracts; and supporting required reviews, inspections, reimbursement documentation, and compliance records.

The possibility of outside funding is contemplated by this solicitation and will not, by itself, constitute an unforeseen condition or categorically excluded service. Material grant-specific effort shall be defined and priced in the applicable task order or written amendment before performance.

## **6.8 Responsibilities Applicable to All Authorized Phases**

The following responsibilities apply throughout each phase authorized by the District, to the extent relevant to the services being performed under that phase. These responsibilities are included within the applicable task-order scope and are not separate or independently authorized project phases.

- Provide a single accountable project executive and a designated day-to-day project manager.
- Proactively advance authorized work, coordinate participants, resolve routine issues, and elevate decisions without requiring District staff to direct each activity.
- Maintain complete, current, auditable project files and use District-approved document-management methods.
- Provide concise monthly reports addressing accomplishments, upcoming work, decisions, budget, schedule, risks, changes, procurement status, permitting status, and items requiring District action.
- Attend staff meetings, Board meetings, public meetings, site meetings, agency meetings, and contractor meetings as required by the applicable task order.
- Coordinate all recommendations affecting legal compliance, procurement authority, or material contractual risk with the General Manager and District legal counsel.
- Avoid conflicts of interest and disclose relationships with proposed designers, contractors, vendors, or suppliers.
- Perform all services in a manner appropriate for a California public agency operating an active public cemetery.

## **7. CONSULTANT QUALIFICATIONS**

The District seeks a firm demonstrating:

- Successful delivery of comparable public-agency facility and site-improvement projects from feasibility through closeout;
- Experience serving as an owner's representative with primary responsibility for consultants, contractors, permitting, procurement, budget, schedule, and reporting;
- Experience with renovation, adaptive reuse, modular or prefabricated buildings, new construction, site development, utilities, parking, landscaping, and occupied-facility continuity;
- Knowledge of California public procurement, public works, prevailing wage, contracting, permitting, accessibility, and records requirements;

- Experience coordinating with Riverside County or comparable California local permitting agencies;
- Experience administering projects with outside grant or incentive funding and incorporating funding conditions into procurement and construction;
- Demonstrated cost-estimating, schedule-control, risk-management, constructability-review, change-management, and closeout capabilities;
- Sufficient staff and subconsultant resources to provide timely on-site and remote support; and
- Strong references from public agencies for comparable work.

Proposers shall identify any professional licenses or certifications applicable to the proposed services. The selected consultant must ensure that services requiring a licensed architect, engineer, contractor, inspector, or other licensed professional are performed by appropriately licensed persons.

## **8. PROPOSAL REQUIREMENTS**

Proposals should be concise, responsive, and organized in the order specified below. The proposal shall not exceed 30 single-sided pages, excluding the cover, table of contents, cost proposal, required forms and certifications, and resumes. Supplemental marketing materials not directly responsive to this RFP should not be included.

### **1. Cover Letter and Executive Summary**

Identify the legal name of the proposer, primary contact, office location, acceptance of the RFP requirements, proposal validity period, and the signature of a person authorized to negotiate and bind the firm.

### **2. Firm Qualifications**

Describe the firm's history, ownership, size, office locations, public-agency practice, financial and organizational capacity, licenses, and experience relevant to this engagement.

### **3. Understanding and Approach**

Explain the firm's understanding of the District's objectives and its proposed approach to providing comprehensive project-management services with limited day-to-day involvement by District staff. Describe how the firm will complete each authorized phase, present findings and recommendations for District consideration, and proceed to a subsequent phase only after receiving written District authorization. The response should also address procurement, permitting, cost and schedule control, communication, risk management, construction oversight, and project closeout.

### **4. Phase 1 Work Plan**

Provide a detailed work plan, deliverables, schedule, information needs, site activities, Board engagement, and assigned personnel for Phase 1.

### **5. Key Personnel and Organization**

Provide an organization chart and resumes for the project executive, day-to-day project manager, and key personnel. State each person's role, location, availability, anticipated level of effort, and comparable experience.

### **6. Subconsultants**

Identify proposed subconsultants, specialties, roles, relevant qualifications, and prior working relationships. Distinguish committed team members from resources that may be added later.

### **7. Comparable Experience**

Provide at least three comparable projects, preferably for California public agencies, including client, scope, construction value, services performed, delivery method, dates, assigned personnel, original and final budget and schedule, and explanation of significant variances.

### **8. Public Procurement and Grant Compliance Experience**

Describe experience with California public procurement and public works requirements and with projects involving federal, state, regional, local, or utility funding conditions.

**9. Local, Remote, and On-Site Service**

Describe how the firm will provide an efficient combination of remote and in-person service. The District anticipates that meetings and other services may be conducted remotely when effective and appropriate. In-person attendance should generally be reserved for site assessments and inspections, Board or public meetings when requested, and other activities for which physical presence is reasonably necessary. Identify travel assumptions, response times, availability for meetings and site visits, and the office from which the project will be managed.

**10. References**

Provide at least three current references with names, titles, agencies, telephone numbers, email addresses, and a description of the relevant work.

**11. Cost Proposal**

Submit pricing as described in Section 9 using the required categories and assumptions.

**12. Conflicts, Claims, and Disclosures**

Disclose actual or potential conflicts of interest, litigation or claims materially related to comparable services within the past five years, contract terminations, license discipline, and debarment.

**13. Proposer Certification**

Provide a completed Appendix C Proposal Certification.

**9. COST PROPOSAL**

The cost proposal shall include:

- A fixed fee for completion of all Phase 1 services and deliverables, together with a detailed schedule of hourly billing rates for each proposed personnel classification.
- A proposed rate schedule for all personnel classifications that may be used during later phases;
- Subconsultant markups, if any;
- Travel-time, mileage, lodging, printing, delivery, and other reimbursable-expense policies and limitations;
- Any annual rate-adjustment proposal;
- Estimated fee ranges or pricing methodology for Phases 2 through 5, clearly identified as planning information rather than guaranteed work; and
- Any pricing exclusions or assumptions that could affect the proposed price.

Ordinary administrative expenses, local travel, communications, routine document production, and overhead shall be included in the proposed rates or fees. No markup or reimbursable expense will be allowed unless expressly identified in the proposal and approved in the Agreement or applicable task order.

**10. EVALUATION AND SELECTION**

The District intends to select the proposer offering the most advantageous combination of qualifications, approach, personnel, relevant experience, availability, and value in accordance with the criteria in this RFP. The District may evaluate proposals, conduct reference checks, request clarification, invite one or more firms to interviews, request a best and final offer, and negotiate scope and compensation with the highest-ranked firm.

| CRITERION                      | CONSIDERATIONS                                                                                             | POINTS |
|--------------------------------|------------------------------------------------------------------------------------------------------------|--------|
| Relevant firm experience       | Comparable public-agency, facility, site-development, modular, renovation, and owner's-representative work | 20     |
| Key personnel and availability | Qualifications, commitment, continuity, authority, location, and capacity of the actual assigned team      | 15     |

## COACHELLA VALLEY PUBLIC CEMETERY DISTRICT

| CRITERION                                       | CONSIDERATIONS                                                                                                              | POINTS |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------|
| Understanding and turnkey approach              | Demonstrated understanding, proactive management model, phase controls, procurement, permitting, and staff burden reduction | 20     |
| Phase 1 work plan                               | Quality, completeness, practicality, schedule, deliverables, and Board decision support                                     | 10     |
| Budget, schedule, risk, and compliance controls | Methods and record of controlling cost, schedule, changes, quality, public requirements, and grant conditions               | 10     |
| Cost and overall value                          | Reasonableness, transparency, completeness, and value of proposed fees and rates                                            | 25     |

**Total: 100 points**

The District may adjust final scoring following interviews, if held. Cost will be considered as part of overall value and will not necessarily control selection. The District reserves the right to select, negotiate with, or reject any proposer in the District's best interest.

Upon selection of the highest-ranked proposer, the District may negotiate the final scope, compensation, and Agreement with that proposer. If the District is unable to reach an agreement, the District may discontinue negotiations and proceed, in its sole discretion, to negotiate with the next-ranked proposer. Following negotiations, District staff will present a recommendation to the Board of Trustees. The Board retains final authority to approve or reject the Agreement.

## 11. ANTICIPATED PROCUREMENT SCHEDULE

| MILESTONE                                           | ANTICIPATED DATE            |
|-----------------------------------------------------|-----------------------------|
| RFP issued                                          | September 30, 2026          |
| Non-mandatory pre-proposal meeting and site visit   | October 14, 2026, 2:00 p.m. |
| Deadline for written questions                      | October 20, 2026            |
| District responses/addendum                         | October 23, 2026            |
| Proposals due                                       | November 2, 2026, 5:00 p.m. |
| Evaluation and reference checks                     | November 3 - 6, 2026        |
| Interviews, if conducted                            | November 4 - 6, 2026        |
| Notice of intent to recommend award                 | November 6, 2026            |
| Board consideration                                 | November 13, 2026           |
| Anticipated Agreement and Phase 1 Notice to Proceed | November 20, 2026           |

*The District may modify this schedule by written notice or addendum. All times listed are PST.*

## 12. QUESTIONS, ADDENDA, AND COMMUNICATIONS

The principal contact for the District will be Joshua Bonner, General Manager, at (760) 398-3221 and [josh.bonner@cvpcd.org](mailto:josh.bonner@cvpcd.org), or a designated representative. The principal contact will coordinate District communications and any information or assistance to be provided during the solicitation and resulting engagement.

Questions must be submitted by email to the designated District contact by the stated deadline. Responses to questions and any revisions to this RFP will be issued by written addendum and posted on the District's website under the "Public Notices" page. The District may also notify known prospective

proposers by email as a courtesy; however, each proposer remains responsible for checking the District's website and acknowledging all addenda in its proposal. Failure to acknowledge receipt of all addenda may result in proposal rejection. Oral interpretations shall not modify this RFP. From issuance of the RFP through completion of the selection process, proposers shall not contact Board members or other District personnel regarding this solicitation except through the designated contact.

## **13. SUBMISSION INSTRUCTIONS**

Proposals must be received no later than the date and time stated on the cover page. Late proposals will not be accepted. Proposals must be submitted electronically as follows:

- Electronic submission: Email proposals to [josh.bonner@cvmcd.org](mailto:josh.bonner@cvmcd.org) by the stated deadline. The time recorded by the District's email system will govern receipt. Proposers are responsible for requesting confirmation of receipt.
- Each proposal shall remain valid for at least 90 calendar days after the submission deadline.

## **14. GENERAL CONDITIONS**

### **14.1 District Rights**

The District may reject any or all proposals; waive informalities; request clarification or additional information; investigate qualifications; modify, suspend, cancel, or reissue the solicitation; negotiate scope and compensation; award all or part of the contemplated services; or decline to award a contract.

### **14.2 Proposal Costs**

All costs of preparing, submitting, presenting, or negotiating a proposal are the proposer's responsibility.

### **14.3 Public Records and Confidentiality**

Proposals submitted in response to this RFP will become public records and may be subject to disclosure under the California Public Records Act. Proposers should not submit confidential, proprietary, or trade secret information except to the extent necessary to satisfy the requirements of this RFP and submit a responsive proposal. If a proposer contends that any portion of its proposal is exempt from disclosure, it must specifically identify the information and the legal and factual basis for the claimed exemption.

### **14.4 No Guarantee of Work**

Selection and execution of an Agreement does not guarantee any minimum amount of work, compensation, construction value, or authorization of future phases.

### **14.5 Independent Contractor**

The consultant and its personnel will act as independent contractors and not as District employees, agents with independent contracting authority, partners, or joint venturers.

### **14.6 Assignment and Key Personnel**

The selected consultant may not assign the Agreement or replace identified key personnel without District approval. The District may require removal or replacement of personnel whose performance or availability is unsatisfactory.

### **14.7 Conflicts of Interest**

The consultant must comply with applicable conflict-of-interest laws and disclose actual or potential conflicts. Without District approval, the consultant may not obtain a financial interest in project contractors, vendors, suppliers, or recommended products.

## **14.8 Insurance and Indemnification**

The selected consultant will be required to maintain insurance and provide indemnification appropriate to the services, including commercial general liability, automobile liability, workers' compensation, employer's liability, and professional liability. Final limits and endorsements will be stated in the Agreement.

## **14.9 Applicable Law**

The solicitation and resulting agreement will be governed by California law. The consultant must comply with all applicable federal, state, and local laws, regulations, codes, funding conditions, and District policies.

## **14.10 Contract Exceptions**

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 attached hereto as Appendix "D".

## **14.11 Withdrawal of Proposals**

A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting the District's representative remove the proposer's submission.

## **14.12 Protests**

Protests will be governed by the District's Purchasing & Contracting Policy, a copy of which is available online at <https://cvpcd.org/transparency> and is incorporated herein by reference.

# **15. ANTICIPATED AGREEMENT TERMS**

The District's proposed Professional Services Agreement is included as Appendix D. The District anticipates an initial Agreement term of three (3) years, with the District retaining the option to extend the Agreement for up to two (2) additional one-year periods by written amendment. The Agreement will remain subject to Board authorization, available funding, annual appropriations, satisfactory performance, and the District's termination rights. Only Phase 1 and any other task order expressly approved at award will be initially authorized.

# **16. REQUIRED ACKNOWLEDGMENTS**

By submitting a proposal, the proposer acknowledges that the proposer:

- Has reviewed the RFP and all addenda;
- Understands that only written task orders and Notices to Proceed authorize work;
- Understands that the District may discontinue the engagement after any phase;
- Accepts that future phases and compensation are not guaranteed;
- Can provide comprehensive day-to-day project management as described;
- Can coordinate grant-funded procurement and compliance requirements when applicable;
- Will comply with District procurement requirements and applicable public-agency laws;
- Has disclosed all conflicts, claims, and relevant contract terminations; and
- Will keep the proposal valid for the required period.

## APPENDIX A - PRELIMINARY PHASE AND AUTHORIZATION MATRIX

| PHASE                              | PURPOSE                                                                             | TYPICAL DECISION                                                | AUTHORIZATION                                                            |
|------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------|
| 1. Assessment and Feasibility      | Evaluate existing conditions and alternatives; recommend a direction.               | Proceed, request more analysis, defer, or stop.                 | Anticipated initial task order.                                          |
| 2. Definition and Design           | Develop approved concept, budget, schedule, design, consultants, and permits.       | Approve procurement, modify, defer, or stop.                    | Separate task order and Notice to Proceed.                               |
| 3. Procurement and Preconstruction | Procure construction and other implementation services; establish baselines.        | Award contracts, revise procurement, defer, or stop.            | Separate task order and Notice to Proceed.                               |
| 4. Construction and Implementation | Manage contractors, permits, schedule, budget, quality, operations, and reporting.  | Accept work, require correction, modify, suspend, or terminate. | Separate task order and Notice to Proceed plus required contract awards. |
| 5. Closeout                        | Complete inspections, turnover, warranties, records, final accounting, and archive. | Final acceptance and contract closeout.                         | Separate or combined task order as authorized.                           |

## APPENDIX B - COST PROPOSAL SUMMARY

Proposers may reproduce this form, provided all requested information is supplied.

| ITEM                               | BASIS         | PROPOSED AMOUNT / RATE |
|------------------------------------|---------------|------------------------|
| Phase 1 assessment and feasibility | Fixed fee     | \$ _____               |
| Phase 1 authorized reimbursables   | Not-to-exceed | \$ _____               |
| Project executive                  | Hourly        | \$ _____ / hour        |
| Project manager                    | Hourly        | \$ _____ / hour        |
| Construction manager               | Hourly        | \$ _____ / hour        |
| Cost estimator                     | Hourly        | \$ _____ / hour        |
| Project controls/document control  | Hourly        | \$ _____ / hour        |
| Administrative support             | Hourly        | \$ _____ / hour        |
| Subconsultant markup               | Percentage    | _____ %                |
| Reimbursable-expense markup        | Percentage    | _____ %                |
| Annual rate adjustment             | Method/cap    | _____                  |

Attach a complete rate schedule and assumptions.

## APPENDIX C - PROPOSER CERTIFICATION

The undersigned certifies that the proposer has reviewed this RFP and any addenda; that the information submitted is true and complete to the best of the undersigned's knowledge; that the proposer is authorized to submit the proposal; that the proposer takes no exceptions to the RFP or proposed Agreement; and that all potential conflicts have been disclosed.

**Legal Name of Proposer:**

\_\_\_\_\_

**Authorized Representative:**

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## APPENDIX D - PROPOSED PROFESSIONAL SERVICES AGREEMENT

### COACHELLA VALLEY PUBLIC CEMETERY DISTRICT PROFESSIONAL SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Coachella Valley Public Cemetery District, a California public cemetery district ("District"), and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.], with its principal place of business at [INSERT ADDRESS] ("Consultant"). District and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing capital project management services to public clients, has all legally required licenses, and is familiar with the plans of District.

##### 2.2 Project.

District desires to engage Consultant to render such professional services for the Capital Project Management Services project ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional capital project management consulting services necessary for the Project ("Services"). The Services are described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Task Orders. District, may, from time to time, make changes or authorize certain work set forth in the Scope of Services, including but not limited to, issuance of additional instructions, require additional work, or direct omissions of work previously ordered by issuing a Task Order to Consultant ("Task Order") and the provisions of this Agreement shall apply to all such Task Orders. The Task Order shall be in such form and content as set forth on Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall not perform and District shall not be liable for any services performed by Consultant unless written authorization from District is given to Consultant prior to the performance of such work. The cost of such Task Orders which may or may not add to or reduce the work called for hereunder and any extension of completion date that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before commencement of the work called for by such Task Order.

3.1.3 Term. The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. The District shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than [INSERT NUMBER] additional

one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the District.

### **3.2 Compensation.**

**3.2.1 Compensation.** Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. In no event shall the total amount paid for Services rendered by Consultant under this Agreement and all Task Orders issued hereunder, exceed **\*\*\*INSERT AMOUNT WRITTEN OUT** (\$**\*\*\*INSERT NUMBER**) without written approval of the District Board. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

**3.2.2 Payment of Compensation.** Consultant shall submit to District a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. District shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the District disputes any of Consultant's fees, the District shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the District for any reason whatsoever. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order.

**3.2.3 Reimbursement for Expenses.** Consultant shall not be reimbursed for any expenses unless authorized in writing by District, or included in Exhibit "C" of this Agreement.

**3.2.4 Extra Work.** At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District.

**3.2.5 Rate Increases.** In the event that this Agreement is renewed pursuant to Section 3.1.3, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.3 Responsibilities of Consultant.**

**3.3.1 Independent Contractor; Control and Payment of Subordinates.** The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the Services on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Neither District, nor any of its officials, officers, directors, 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 pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social

security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **\*\*\*INSERT NAME AND TITLE\*\*\***.

3.3.5 District's Representative. The District hereby designates **\*\*\*INSERT NAME AND TITLE\*\*\***, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The General Manager shall be authorized to act on District's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the General Manager, District's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **\*\*\*INSERT NAME AND TITLE\*\*\***, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall

be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

**3.3.9 Period of Performance.**

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.3 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in each Task Order, Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the District and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage.

3.3.9.2 Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

**3.3.10 Laws and Regulations; Employee/Labor Certification.** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.2 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the District, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. District may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\***

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

## COACHELLA VALLEY PUBLIC CEMETERY DISTRICT

(A) Commercial General Liability: (1) Additional Insured: The District, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the District and shall protect the District, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the District, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the

expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement imposes no additional obligation on the District nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(C) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

(F) Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

**3.3.11.12 Insurance for Subconsultants.** Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the District, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the District, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the District.

### **3.4 Labor Code Requirements.**

**3.4.1 Prevailing Wages.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.4.2 Registration/DIR Compliance.** If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

**3.4.3 Compliance Monitoring.** This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

**3.4.4 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be

insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: [INSERT BUSINESS NAME]  
[INSERT STREET ADDRESS]  
[INSERT DISTRICT STATE ZIP]  
ATTN: [INSERT NAME AND TITLE]

District: Coachella Valley Public Cemetery District  
82-925 Avenue 52  
Coachella, CA 92236  
ATTN: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded in electronic files, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.6.3.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.6.3.6 Confidential Information. The District shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the District's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the District shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give District written notice of Consultant's objection to the District's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the District, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. District shall not release the Proprietary Information after receipt of the objection notice unless either: (1) Consultant fails to fully indemnify, defend (with District's choice of legal counsel), and hold District harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that District release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Indemnification.

3.6.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project, a Task Order, or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the District. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

3.6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.6.21 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.6.21.1 Amendment(s)

3.6.21.2 This Agreement

3.6.21.3 Task Orders

### **3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**3.8 Federal Provisions.** The District may seek federal funding for one or more future task orders issued under this Agreement. Federal requirements shall not apply to services performed under this Agreement unless expressly incorporated into an authorized task order or written amendment.

**COACHELLA VALLEY PUBLIC CEMETERY DISTRICT**

Before commencing any federally funded services, Consultant shall agree to comply with all federal requirements applicable to that funding source, which shall be incorporated into the applicable task order or amendment.

**[SIGNATURES ON NEXT PAGE]**

COACHELLA VALLEY PUBLIC CEMETERY DISTRICT

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE COACHELLA VALLEY PUBLIC CEMETERY DISTRICT AND  
[\*\*\*INSERT NAME\*\*\*]**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**COACHELLA VALLEY PUBLIC  
CEMETERY DISTRICT**

**[\*\*\*INSERT NAME OF CONSULTANT\*\*\*]**

**[\*\*\*INSERT NAME OF LEGAL ENTITY\*\*\*]**

By: \_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

By: \_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

*Attest:*

\_\_\_\_\_  
Board Clerk

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**The Services consist of the capital project management services described in Sections 3 through 7 of the District's Request for Proposals for Capital Project Management Services, all applicable addenda, the portions of Consultant's proposal accepted by the District, and each Task Order authorized under this Agreement. Phase 1 is anticipated as the initial Task Order. No later phase or assignment is authorized unless stated in a separately executed Task Order.**

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**Consultant shall perform the Services according to the schedule and milestones stated in each authorized Task Order. The District anticipates completion of Phase 1 within approximately six months after issuance of the applicable written Notice to Proceed, subject to the final schedule approved in Task Order No. 1.**

**EXHIBIT "C"**  
**COMPENSATION**

**[INSERT SELECTED CONSULTANT'S PHASE 1 FIXED FEE, PERSONNEL RATE SCHEDULE,  
AUTHORIZED REIMBURSABLE-EXPENSE LIMITATIONS, AND ANY APPROVED RATE-  
ADJUSTMENT TERMS BEFORE EXECUTION.]**

EXHIBIT "D"  
SAMPLE TASK ORDER FORM

# TASK ORDER SAMPLE

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Task Order No. \_\_\_\_\_

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

**Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00

**Completion Date:** \_\_\_\_\_

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**COACHELLA VALLEY PUBLIC  
CEMETERY DISTRICT**

**[INSERT NAME OF CONSULTANT]**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_