

CITY OF COACHELLA



REQUEST FOR PROPOSALS

Electric Vehicle Charging Infrastructure Study

Release Date: October 9, 2025

Submittal Deadline

November 7, 2025

4:00 pm

**CITY OF COACHELLA
53990 Enterprise Way
Coachella, CA 92236**

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SUMMARY OF REQUEST FOR PROPOSAL

The City of Coachella is seeking proposals from qualified individuals, firms, or teams to conduct an Electric Vehicle (EV) Charging Infrastructure Study that includes a thorough assessment of the existing charging landscape and the identification of strategic locations for new charging stations. This study will serve as a data-driven planning roadmap to guide the City's capital investment decisions and policy initiatives to support equitable and cost-effective deployment of EV charging infrastructure across the city. The selected consultant must demonstrate a track record of municipal-scale EV infrastructure planning, policy integration, GIS mapping, and community outreach—especially in disadvantaged or rural communities.

The City recognizes the urgent need to expand its electric vehicle charging infrastructure to meet growing demand and support compliance with state and federal emissions reduction goals. Limited public charging options currently hinder the adoption of electric vehicles, constrain economic development, and place local tourism at a competitive disadvantage as visitors seek destinations with reliable charging access. To address these challenges, the City is commissioning a comprehensive study to evaluate existing infrastructure, identify optimal locations for new charging stations, and establish a framework for long-term network expansion. This initiative will position the City to advance regional sustainability priorities, strengthen local business opportunities, and remain aligned with the broader transition to a clean transportation future.

CITY BACKGROUND

The City of Coachella is known as the “City of Eternal Sunshine” and the “Gateway to the Salton Sea”, and along with its largely young, rural and family oriented demographics makes it one of the most appealing and up-and-coming areas in Southern California and the County of Riverside. The City of Coachella was incorporated on December 13, 1946. According to the 2020 U.S. Census, the City of Coachella has a population of 42,000 people. The City has over 29 square miles of mix-use zoning opportunities, such as agriculture, commercial retail, industrial and housing. This culturally rich and family-oriented City has a median age of 24.5 years old with an average family size of 4.57/household.

GENERAL DESCRIPTION OF PROJECT

This study will evaluate current EV readiness, identify gaps in existing charging infrastructure, forecast future demand based on residential and regional mobility trends, and develop an implementation strategy that supports local environmental, economic, and equity objectives.

The selected consultant will be responsible for conducting a citywide assessment of public and private EV charging resources, analyzing zoning and land use compatibility, exploring grid capacity and utility coordination, and identifying financing opportunities including grant and public-private partnership models.

Upon completion, the City of Coachella's EV Charging Infrastructure Study will:

- Inventory existing EV charging infrastructure (Level 1, Level 2, DCFC) within city boundaries.
- Identify priority locations for new chargers (public facilities, parks, retail, workplaces, underserved neighborhoods, etc.).
- Analyze electrical grid constraints and collaborate with utilities (e.g., IID, SCE).
- Evaluate policy and regulatory changes that could streamline EV charger deployment.
- Provide modeling of charging demand through 2035.
- Explore opportunities for regional collaboration and funding sources.
- Recommend standards for signage, access, ADA compliance, and charger interoperability.
- Outline a phased implementation and funding strategy, including cost estimates.
- Include robust community engagement and bilingual outreach to residents, business owners, and key stakeholders.

OPPORTUNITY STATEMENT

As California advances statewide zero-emission vehicle mandates and incentives, the City of Coachella recognizes the need to proactively prepare its public infrastructure to meet these goals in a manner that focuses on equity, reliability, and affordability. This study will help bridge those gaps by assessing existing barriers and proposing solutions grounded in feasibility and community need. It will also prepare the City to take advantage of major state investments in EV charging infrastructure and climate action, including programs from CALeVIP, NEVI (National Electric Vehicle Infrastructure), and the Inflation Reduction Act.

MINIMUM RESPONDER REQUIREMENTS

Minimum requirements for submittal of a proposal in response to this RFP include the following:

1. Demonstrated understanding of electric vehicle infrastructure planning, development and implementation, theory and practice, research methods, group consensus building, reporting and presenting.
2. Demonstrated experience in engaging multilingual or historically underserved communities, information gathering and information sharing.

3. Demonstrated experience working with elected officials, public staff, business community, concerned citizens, telecommunications personnel, educators, healthcare providers, public safety officials, invited speakers and other interested parties.
4. Demonstrated experience, competence, and qualifications of the consultant and the participating staff successfully providing similar services to public entities.
5. Demonstrated knowledge of California state policies and funding programs related to EVs and clean transportation.
6. Demonstrated experience in spatial data analysis, mapping, and site prioritization.
7. Familiarity with electric utilities, transportation networks, and environmental permitting in California.
8. Ability to perform the work in a timely manner and availability of staff and contingency plans.

TENTATIVE SCHEDULE

The following table provides the tentative schedule for this project. Any change in the scheduled dates will be advertised in the form of an addendum to this RFP.

NOTE: All dates/times are subject to change at the City's discretion.

Table 1 – Proposed RFP Schedule

RFP Event	Deadlines
Release of RFP	October 9, 2025
Submittal of Questions	October 20, 2025
Responses to Questions	October 27, 2025
Proposal Due Date	November 7, 2025, 4:00 PM
Optional Interview	November 13, 2025
Consultant Selection	November 24, 2025
Contract Negotiations	December 1-5, 2025
Council Contract Consideration	January 14, 2026
Anticipated Project Start	January 28, 2026
Expected Project End	September 30, 2026

Please Note: All contracted work shall be completed by **September 30, 2026**. Please be advised that responders to this RFP should not in any way assume that there will be any future funding available in preparing their submittals.

QUESTIONS

All questions regarding this RFP shall be submitted in writing by email to the RFP Coordinator, Celina Jimenez, Director of Economic Development, at cjimenez@coachella.org. The date and time when questions must be submitted are shown in the “Tentative Schedule” section of this RFP. Questions with their answers will be posted on the City website by the date and time set forth in this RFP.

ADDENDUMS AND NO CONTACT CLAUSE

The full content of the RFP is available through the City website at <https://www.coachella.org/services/proposals-bids>. If addendums are necessary, they will be posted on this webpage. This webpage will also be used to provide any other information regarding the RFP.

It is the Proposer’s sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of Proposer to return signed addenda, when required, may be cause for rejection of his/her proposal. Please note that any inquiries for additional information or clarification will be provided to all other interested parties via posting on the City’s web site page for Requests for Proposals.

Proposer contact with any person(s) in the City other than the RFP Coordinator is expressly forbidden and may result in disqualification of the Proposer’s bid.

SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City’s sole discretion. Sealed Proposals shall be mailed or delivered to City of Coachella, City Clerk’s Office, 53462 Enterprise Way, Coachella, CA 92236 no later than **November 7, 2025 at 4:00 PM PST**. Proposals shall be labeled **“SEALED PROPOSAL FOR CITY OF COACHELLA EV CHARGING INFRASTRUCTURE STUDY”**. No information submitted by facsimile or electronic mail will be accepted unless otherwise requested by the City during the proposal review process. Late proposals – those received after the specified due date and time - will not be accepted

Proposers must submit one (1) identified original copy, ten (10) copies of the proposal and one (1) electronic copy of the proposal including any attachments. The proposal shall be accompanied by a cover letter signed by a representative who is authorized to contractually bind the Proposer.

- Submission Format: Electronic PDF format
- Maximum Length: 10 pages (excluding cover letter, resumes, and work samples)
- Email: cjimenez@coachella.org
- Subject Line: “RFP – EV Charging Infrastructure Study”



- Deadline: November 7, 2025

SELECTION CRITERIA

Submissions will be evaluated based on:

- Understanding of project needs and approach – 30 points
- Project team qualifications and structure – 20 points
- Relevant project experience – 25 points
- Project schedule and delivery capacity – 20 points
- Proposal clarity and completeness – 5 points

Shortlisted firms may be invited for interviews. The City reserves the right to reject any or all submissions and may negotiate terms with selected respondents.

CONTRACT AMOUNT

The contract amount shall be a not to exceed amount of \$76,350 as authorized by the Coachella City Council. All contracted work shall be completed by September 30, 2026 unless future action is taken by the Coachella City Council to provide additional funding in the Fiscal Year 2026/2027 budget. Please be advised that responders to this RFP should not in any way assume that there will be any future funding available in preparing their submittals.

SUBMITTAL REQUIREMENTS

Consultants interested in providing these services must prepare and submit a Proposal that includes the following minimum information:

Cover Letter:

Each proposal must include the following:

- Cover Letter/Statement of Interest: Briefly summarize the proposer's interest and commitment to completing the scope of work.
- Project Team: Introduce key team members, roles, qualifications, and relevant experience. Include an organizational chart and office locations.
- Relevant Experience: Describe three (3) recent projects related to public EV infrastructure planning. Include the scope, budget, outcome, and client references.
- Sample Work Products: Provide two (2) sample reports or planning documents that reflect the proposer's ability to deliver similar EV infrastructure assessments and plans.
- Project Understanding and Approach: Describe your technical approach to completing the scope of work. Outline key tasks, deliverables, community/stakeholder engagement methods, and how you will coordinate with City staff. Demonstrate knowledge of EV infrastructure planning, Coachella's local setting, and describe the approach to completing tasks outlined in the scope. Include community engagement strategies, especially for bilingual or disadvantaged audiences.
- Schedule: Include a project timeline with key milestones. Allow two weeks for City review of all major deliverables.

- References: Provide contact information for three references from similar projects.
- Conflict of Interest Disclosure: Disclose any potential conflicts related to clients or contracts within the City of Coachella.

The cover letter shall include the title of the RFP, the name and mailing address of the individual or firm that is responding (include physical location if mailing address is a PO Box) and the name, title, email address, telephone number, and fax number for the specified contact person.¹ The cover letter shall state the proposer's federal and state taxpayer identification numbers. The cover letter shall provide a concise summary of the firm's experience and capabilities to perform the work tasks specified in the RFP. The Cover Letter shall be signed by an officer empowered by the Proposer to sign such material and thereby commit the Proposer to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the Proposer to adhere to the provisions described in this RFP, as well as a commitment to enter a binding contract. The cover letter will contain a statement that the submitted RFP response will remain valid for one hundred twenty (120) days following the closing date for the receipt of proposals.

Approach to Services:

Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks. Identify any issues or concerns of significance that may be appropriate. List any changes, modifications, or enhancements to the Deliverables. Please include any suggested changes that may streamline the process resulting in a cost savings.

Consultant Qualifications:

This section shall describe the areas of expertise of current permanent staff and the scope of services that can be provided by the firm without the services of an outside consultant under the consultant's direction.

Key Personnel:

Include a proposed project management structure. Identify the key contact for the project and all personnel who will be assigned to work on this project, including a description of their abilities, qualifications, and experience. A meeting facilitator shall be included as part of the project team. Include resumes for all key individuals.

Subcontractors:

Identify any portion of the scope of work that will be subcontracted. Include firm qualifications and key personnel, telephone number and contact person for all subcontractors. The City of Coachella reserves the right to approve or reject all consultants or internal staff performing consulting services, proposed by the consultant during or after the consultant review and selection process.

Project Organizational Chart:

Provide a detailed project organizational chart demonstrating the roles and responsibilities of all involved parties including City of Coachella personnel.

Project Work Plan:

Provide a description of project understanding, detailed work approach and methodology. The work plan shall list specific tasks and any specific considerations, options, or alternatives.

Project Schedule:

Propose a detailed timeline for completion for the Strategic Plan including start date, tasks, milestones, and target date of completion. Any assumptions regarding turnaround time for City Council or City staff review should be clearly noted.

Fee Information:

Provide a detailed fee proposal by task for the services identified in the scope of services section of this proposal. Identify sub-tasks and the respective cost in the fee proposal as necessary. This section of the proposal shall include a professional fee schedule (hourly fee chart) for the consultant's personnel and the subcontractor's key personnel identified above who would be working on this project. Hourly fees for additional or optional services that may be required shall also be included. Unless specified in the submittals, the professional fee schedule shall include any costs associated with complying with the City's insurance requirements. The fee proposal shall specify all estimated expenses.

NOTE: Pricing shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

References:

A list of projects completed by the proposer under which services similar to those required by this RFP were preformed shall be listed in your proposal. An emphasis should be placed on projects undertaken within the last 5 years and those projects undertaken for public agencies located in similar sized communities in California or other western states. Include a brief description of the services, dates the services were provided, and name and telephone number or references familiar with the services provided.

Interview Availability:

Provide a written statement agreeing that proposers may be requested to be available for an interview in the City of Coachella as part of the City's final selection process and agreeing that the lead members of the consulting team will attend any interviews scheduled with the City of Coachella.

Required Statements:

This section must include the following statements:

A. A statement that the submitting firm will perform the services and adhere to the

requirements described in this RFP, including any addenda (reference the addenda

AGREEMENT FOR PROFESSIONAL SERVICES

The City of Coachella's Agreement for Professional Services (Appendix A) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the proposal. The City reserves the right to make any revisions to the proposed professional services agreement and to negotiate such agreement with the successful Respondent.

REVIEW AND ASSESSMENT

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with the requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City.

The City at its sole discretion may request one or more RFP responders to be available for and participate in an interview in the City of Coachella as part of the City's final selection process. The City will provide timely notice of its intent to hold interviews including date (s), time (s) and location.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. City staff may request additional clarifying information from any or all Respondents during the review process. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Coachella City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement in Appendix A.

GENERAL TERMS AND CONDITIONS

Proposal Preparation Costs:

Each respondent understands and agrees that the City, its departments, their officers, employees or agents shall not be liable for:

- A. Any and all costs incurred by a respondent in the preparation, delivery or presentation of a proposal.
- B. Any costs incurred by a respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City.
- C. Any errors, inaccuracies or misstatements related to the information or data supplied to any consultant by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used /at the sole discretion and risk of the firm in the preparation of a proposal pursuant to this Request for Proposal only.

Additional Items:

In addition, each respondent understands and agrees to the following:

- A. The selected firm must be able to meet all City business licensing, insurance requirements and provisions.
- B. The selected firm shall comply with any and all applicable Federal and State laws applicable to the services.
- C. All proposals submitted to the City in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.
- D. The City reserves the right to request additional information from any or all of the respondents.
- E. Late or incomplete proposals will not be considered; the City shall have sole discretion in determining the completeness of each proposal.
- F. The City reserves the right to contact current or past clients for references.
- G. The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.
- H. The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein.
- I. The terms and scope of the agreement will be determined on the basis of professional negotiations between the City and the Respondent. If the City and the Respondent fail

to reach a contractual agreement, the City may negotiate with another Respondent to this RFP.

- J. The City reserves the right to seek new proposals if and when it determines that it is in the City's best interest to do so.
- K. All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of proposals.

SCOPE OF SERVICES

The overall responsibility and scope of work for the Consultant is to prepare an Electric Vehicle (EV) Charging Infrastructure Study for the City of Coachella that evaluates existing infrastructure, coverage areas and capabilities by engaging with city residents, businesses and other stakeholders, analyzing and mapping out the City's existing EV infrastructure and coverage areas and performing data gathering as necessary. Once survey, community engagement, baseline assessment, financial analysis, policy assessment, and implementation strategies have been completed, provide a comprehensive study of options and their costs on how the City of Coachella can best meet the objectives set forth. The Consultant shall provide professional services to support the following tasks:

Task 1: Project Kick-Off & Management Plan

Facilitate a kick-off meeting between the Consultant and City representatives. Prepare and transmit a draft Project Management Plan (PMP) prior to the meeting. The PMP will include a schedule for all milestones and identify deliverables and progress reporting dates. Receive feedback on the draft PMP and submit a final PMP within seven (7) working days following the kick-off meeting.

Task 2: EV Infrastructure Inventory & Site Assessment

Document all existing chargers (public and private), assess their usage and accessibility, and evaluate zoning or land use conflicts.

Task 3: Community Outreach & Equity Assessment

Host multilingual workshops, focus groups, and online surveys. Identify equity-based siting priorities, particularly in low-income, high-density, or rural areas.

Task 4: Grid & Utility Readiness Evaluation

Assess electrical capacity at proposed sites, engage utilities, and evaluate energy resilience strategies such as solar + storage or demand management.

Task 5: Policy & Permitting Review

Evaluate City policies, zoning regulations, permitting requirements, and procurement practices to recommend policy updates that support streamlined EV charger deployment.

Task 6: Demand Forecasting & Modeling

Project EV adoption rates and charging demand to 2035 using available data sets and regional assumptions.

Task 7: Bi-Directional Charging and Resilience Planning

Assess feasibility of integrating vehicle-to-grid (V2G) or bidirectional charging capabilities, particularly for new facilities in design or pre-construction stages. Recommend locations where such infrastructure would provide the greatest operational benefit.

Task 8: Charging Infrastructure Implementation Strategy

Design a phased plan for deploying Level 1, Level 2 and DC fast charging infrastructure, including technical specifications, cost estimates, site prioritization, and grid interconnection considerations.

Task 9: Cost Estimates & Phased Implementation

Prepare planning-level cost estimates, identify implementation phases, and assess funding and partnership options, including public-private models and utility incentive programs.

Task 10: Funding and Partnership Strategy

Identify near- and long-term funding sources including state and federal EV infrastructure grants, utility partnerships (e.g., Imperial Irrigation District), and innovative financing models such as public-private partnerships or leasing structures.

Task 11: Community Equity Considerations

Recommend ways to ensure equitable access, with a focus on locations that serve low-income, multifamily, and renter-occupied communities.

Task 12: Implementation Plan

Recommend infrastructure types, technologies, and costs; prioritize locations; outline ownership and management models; and identify funding sources and timeline phases.

Task 13: Draft and Final Plan with Executive Summary

Compile all findings, prepare a draft and final plan with recommendations and GIS maps of infrastructure opportunities, and deliver executive summary.

Task 14: City Council Presentations and Adoption Support

Present key findings and recommendations to Council and refine the plan based on feedback.

APPENDIX A – CITY PROFESSIONAL SERVICES AGREEMENT

The City of Coachella’s current Professional Services Agreement appears on the following pages.

*****MODEL - REMOVE THIS TITLE WHEN USED*****

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California ("City") 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"). City 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 City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing *****INSERT TYPE***** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the *****INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE***** 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 City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional *****INSERT TYPE***** consulting services necessary for the Project ("Services"). The Services are more particularly 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 Term. The term of this Agreement shall be from *****INSERT DATE***** to *****INSERT DATE*****, unless earlier terminated as provided herein. *****INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The City 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. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

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. The total compensation shall not exceed [***INSERT AMOUNT WRITTEN OUT] (\$[***INSERT NUMBER]) without written approval of the City Council or City Manager, as applicable. 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 City 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. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City 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 City for any reason whatsoever.

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

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City 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 City.

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. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants 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 in a prompt and timely manner 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 expeditiously. Upon request of City, 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 City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City 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 City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City 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 City's Representative. The City 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 ("City's Representative"). City's Representative shall have the power to act on behalf of the City 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 City Manager shall be authorized to act on City'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 City Manager, City'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 City staff in the performance of Services and shall be available to City'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. 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 City, 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 City 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 City, 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 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City 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 City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 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.

3.3.10.3 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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 City 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 City's ordinances regulating water quality and storm water; 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 City, 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. City 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. *****CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE*****

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City 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 City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City 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.

(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): *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE***** 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 City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, 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 City 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 City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE*****(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 City 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 City 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 City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, 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 City, 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 City, 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 City and shall protect the City, 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 City, 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 City 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 City. 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 City 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 City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City 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 City, 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, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

(D) Neither the City 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 City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, 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 City, 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 City, 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 City.

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. City 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 City, 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 City. Consultant shall defend, indemnify and hold the City, 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 Termination of Agreement.

3.5.1.1 Grounds for Termination. City 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 City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City 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.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City 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.

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its 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 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 City. 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 City, its officials, officers, employees, agents, or volunteers.

3.6.2 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.

3.7 General Provisions.

3.7.1 Accounting Records. 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 City 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 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 CITY STATE ZIP***]
ATTN: [***INSERT NAME AND TITLE***]

City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: [William B. Pattison, Jr., City 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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City 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 on computer diskettes, 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 City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City 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 City 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 City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City 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 City 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 City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City 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 City.

3.7.4.3 Right to Use. City 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 City's sole risk. If City 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 City 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.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, 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 City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 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 City, 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 City'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 City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City'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 City 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 City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, 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. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City 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 City release such information.

3.7.5 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.

3.7.6 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.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. 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 City. 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 City.

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 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 City 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.

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

3.7.15 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.

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

3.7.17 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.

3.7.18 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. 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 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.

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

3.7.21 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.

3.8 Federal Provisions. *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***** When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF COACHELLA 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.

CITY OF COACHELLA

[INSERT NAME OF CONSULTANT]

Approved By:

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

[INSERT NAME]
[INSERT TITLE]

Approved as to Form:

By: _____

Its: _____

Printed Name: _____

Best Best & Krieger LLP

City Attorney

By: _____

Attested By:

Its: _____

Printed Name: _____

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

*****INSERT SCOPE*****

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

*****INCLUDE THIS EXHIBIT (AND CORRESPONDING AGREEMENT PROVISION) ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT THE CITY ATTORNEY IF NECESSARY***]**

EXHIBIT "B"
SCHEDULE OF SERVICES

*****INSERT SCHEDULE*****

EXHIBIT "C"
COMPENSATION

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES*****