



# Request for Proposal

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***For Professional Design Services for the  
Safe Routes to School (SRTS) Cycle 3  
City Project-ST-66***

*City of Coachella  
Engineering  
Department*

**SUBJECT: REQUEST FOR PROPOSALS (RFP) – CITY PROJECT NO. ST-66**

**SECTION I**

**INVITATION**

The City of Coachella Engineering Department (City) hereby invites proposals from qualified consultants for:

**Professional Engineering Services For  
Safe Routes to School (SRTS) Cycle 3- City Project No. ST-66**

Please read this entire RFP Package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

**Tentative RFP Schedule**  
(Subject to change at City's Discretion)

1. Issue RFP	June 26, 2015
2. Receive Questions from Consultants Due	5:30 p.m., July 16, 2015
3. Responses from City Due	July 21, 2015
4. Proposals Due	2:00 p.m., July 27, 2015
5. Proposals Evaluation Completed	July 30, 2015
6. Contract Negotiations Completed	August 13, 2015
7. Consultant Contract Award	August 20, 2015

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## SECTION II

### RFP INSTRUCTIONS

#### A. Examination of Proposal Documents

1. By submitting a proposal, consultants represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives

#### B. Addenda

1. Substantive City Changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreements. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

#### C. Clarifications

##### 1. Examination of Documents

a) Should a consultant require clarifications to this RFP, the consultant shall notify the City in writing in accordance with section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP; the City may issue a written addendum clarifying the matter.

##### 2. Submitting RFIs

a) All consultant questions, clarifications, or comments shall be submitted by email and must be received by the City no later than 5:30 p.m., July 16, 2015, and be addressed as follows:

City of Coachella Engineering Department  
Attn: Oscar Espinoza, P.E.,  
1515 Sixth Street  
Coachella, CA 92236

OR

Sent via E-mail to: [oespinoza@coachella.org](mailto:oespinoza@coachella.org)

b) Inquiries received after 5:30 p.m., July 16, 2015 will not be accepted.

##### 3. City Responses

- a) Responses from the City will be communicated in writing by Addendum, and will be issued no later than July 21, 2015.

**D. Submission of Proposals**

**1. Date and Time**

- a) All Proposals are to be submitted to the City of Coachella, Attention: Oscar Espinoza, P.E., Engineering Department, no later than 2:00 p.m., July 27, 2015. Proposals received after that date and time will be rejected by the City as non-responsive and returned unopened.

**2. Address**

- a) Proposals shall be addressed as follows:

**City of Coachella Engineering Department  
Attn: Oscar Espinoza, P.E.  
1515 Sixth Street  
Coachella, CA 92236**

Proposals may be delivered in person to the Engineering Division, at the address above.

- b) **Proposals shall not be sent via e-mail or fax.**

**3. Identification of Proposals**

Consultant shall submit a proposal package consisting of:

- a) One (1) signed original and two (2) copies of its proposal, and  
b) A completed and signed Fee Schedule in a separate sealed envelope marked "Fee Schedule"

The proposal package shall be addressed as shown above, bearing the consultant's name and address and clearly marked as follows:

**Proposal for Professional Design Services  
SRTS Cycle 3 – City Project ST-66**



#### **4. Acceptance of Proposals**

- a) The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b) The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.
- c) The City reserves the right to postpone proposal opening for its own convenience.

#### **E. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the consultant in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting the proposal to the City;
- 3. Negotiating with the City any matter related to the proposal; or
- 4. Any other expenses incurred by the consultant prior to the date of award, if any, of the Agreement.

#### **F. Contract Award**

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

#### **G. Acceptance of Order**

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VI, Model Professional Services Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions, and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

#### **H. City of Coachella Business License**

The successful consultant(s) and any sub-consultants are required to obtain a City of Coachella Business License prior to award of Contract, and to maintain

the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

**I. Prevailing Wage**

Refer to Section VII, Model Professional Services Agreement, Section 3.3.5 Prevailing Wage Requirements.

**J. Public Records**

Responses (proposals) to this Request for Proposals (RFP and the documents constituting any contract entered into thereafter become the exclusive property of the City of Coachella and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Coachella's use and disclosure of its records are governed by this Act.

Those elements in each proposal which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City of Coachella will use its best efforts to inform proposer of any request for disclosure of any such document. The City of Coachella, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the City of Coachella will act as a stakeholder only, holding the information until otherwise ordered by a court of other legal process. If the City of Coachella is required to defend an action arising out of a Public Records Act request for any of the contents of a proposer's proposal marked "Confidential", "Proprietary", or "Trade Secret", proposer shall defend and indemnify the City of Coachella from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, proposers are instructed to enclose all "Confidential", "Proprietary", or Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Coachella shall not in any way be held responsible for disclosure of an "Confidential", "Proprietary", or "Trade Secret" documents that are not contained in envelopes and prominently marked.

## SECTION III

### EVALUATION AND AWARD

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

#### **A. EVALUATION CRITERIA**

The consultants whose proposals are rated by the City's selection panel as being the best three may be invited to participate in a final selection interview with said selection panel. The proposals will be rated, in appropriate order of importance according to the following criteria.

1. Project Understanding 20%
  - a) Demonstrated Knowledge of project requirements.
  - b) Familiarity with the City of Coachella needs.
  - c) Clarity and completeness of project interpretation.
2. Scope of Work 25%
  - a) Quality of work plan task descriptions.
  - b) Logical course of action to achieve project goals.
  - c) Relate task activities to the necessary output including interrelationship and tie-in to agency consensus.
  - d) Demonstrate adequate future planning to satisfy all agencies' requirements.
  - e) Cost effectiveness of the approach.
  - f) Clarity and Creativeness.

3. Project Manager / Staff Qualifications 30%
  - a) Qualifications and relevant experience of key personnel.
  - b) Coordination and/or cooperation capabilities of staff.
  - c) Time commitment of key members of the project.
  - d) Number of similar projects delivered by the project team.
  - e) Accessibility to staff.
  - f) Delivery of projects on-time and within budget.
4. Firm Qualifications / Consultant References 15%
  - a) Specialized experience in similar/related projects.
  - b) Management and organizations capabilities.
  - c) Current workload and priorities.
  - d) Demonstrated local presence in the Coachella Valley (Reflects Valley knowledge).
5. Design Schedule 10%
  - a) Present adequate time frame for all tasks.
  - b) Insure timely completion of project.

Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and/or failing to comply with requirements and conditions of this RFP will not be given further consideration.

## **B. EVALUATION PROCEDURE**

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following: generate a "short list" and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates' places of business; conduct negotiations with the most qualified candidate(s). Consultants should be aware, however, that award may be without consultant visits, interviews, or further discussions or negotiations.

## **C. AWARD**

Depending on quality of the proposals received, City staff will either select consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection of the proposal(s) evaluated by staff to be the most qualified.

If the City elects to proceed, final selection of consultants for interview and notifications for interviews are expected to occur on or about August 10, 2015. The City anticipates making final selections and awards on or about August 20, 2015.

## SECTION IV

### SCOPE OF WORK

#### D. PROJECT DESCRIPTION

This project consists of the preparation of full Construction documents including plans, technical specifications, construction cost estimate (PS&E) and construction support services for the design of the following improvements: Install crosswalks, signs advanced stop/yield bars, ADA curb ramps, median islands, crossing islands and a rectangular rapid flash beacon (Refer to section VII for location map and project locations).

Note: the City will make the City's standard public works construction contract boilerplate available for document preparation (Refer to Section VI for PSA Model Format).

#### E. PROJECT LIMITS (Within Right-of-Way)

The project improvements will be constructed entirely within the existing right-of-way.

#### F. PROJECT SCHEDULE

Consultant shall provide a schedule of anticipated services to meet the scope of work. The schedule shall be submitted with a list of tasks and sub-tasks, including agency review time, internal QA/QC and calendar days anticipated to complete each of the identified tasks and sub-tasks. Said schedule shall reflect the project to be completed with 90 calendar days from the date of issuance of Notice to Proceed.

#### G. SCOPE OF CONSULTING ENGINEERING SERVICES

The Consulting Engineers are to include a scope of work in their proposal as indicated in this request for proposals. The scope of work is to be based on, but not limited to, the requirements presented below. Consultant Engineer shall prepare plans, specifications, engineer's estimate (PS&E) for the project, and provide construction support services. The federal funds that will be used in the construction of these improvements need to comply with federal standards administered by the California Department of Transportation (Caltrans). All engineering work shall be performed under the direction of a Professional Engineer registered in the state of California. All reports, plans, specifications, engineer's estimate, and additional support will be prepared with the same level of care as is common among engineers performing like services. All traffic Signal and Striping plans, traffic related technical specifications, and engineer's estimates shall include the signature and seal of a registered Traffic Engineer.



Plans for the project are to be prepared using AutoCAD, and a CD is to be provided to the City containing the plans in both .dwg and .pdf format, these material shall be the property of the City.

Final drawings shall be prepared in permanent form on Mylar D-sheets. These originals shall be the property of the City.

The Scope of Work shall include the following:

1. Research – Perform research of records including utility companies and other agency records as necessary to secure information required to identify, locate, and accurately layout all existing improvements and right-of-way within the project limits that may interfere with the proposed improvements. The information to be researched will include, as a minimum, the following:

- a) Review existing record drawing plans.
- b) Review utility investigation and provide utility relocation recommendations, if necessary.
- c) Field investigation and measurement to assess existing site conditions.
- d) Consultant shall provide a copy of all utility notifications and responses to the City prior to the first progress payment.

2. Warrant Assessment (Draft & Final Technical Memos) – Consultant will be required to perform a warrant assessment in accordance with the latest MUTCD California Supplement guidelines and procedures for any new pedestrian activated flashing beacon and/or new crosswalk.

- a) Perform a field survey and conduct traffic counts (pedestrians/students and vehicles) as required.
- b) Provide Draft Technical Memo.
- c) Provide Final Technical Memo.

3. Plan Preparations (60%, 100% and Final Mylar) – Consultant will be required to submit 2 plans on D-sheet sized bond paper for all submittals except for final submittal for which the Consultant will only submit (1) set of D-sheet signed and stamped Mylar plan sheets. The Plans and work will include:

- a) Title sheet.
  - b) Vicinity and location map.
  - c) Title block, north arrow, scale-1-40, project title, general notes, construction notes, construction legend, telephone numbers of utilities and other affected agencies and businesses
  - d) General notes and abbreviations.
  - e) Existing improvements, including but not limited to: curb and gutter, sidewalk, centerline, striping, right-of-way, any other details that are of benefit to and/or requested by the City.
  - f) Typical section of street.
  - g) Design plans for the installation and construction of flashing beacons, curb bulb-outs, striping, signing, and crossing islands, detectors, .etc. as shown on additional exhibits on Section VII.
  - h) Coordinate service point location for electrical supply of flashing beacons with Imperial Irrigation District (IID)
  - i) Construction Details.
  - j) Other details as required.
  - k) Process plans with City Staff for approval and make corrections as appropriate.
  - l) Project manager to meet with City on set schedule (PDT meetings).
4. Progress and Estimates (60%, 100% and Final Document)
- a) Plans that are considered 60% complete shall contain items listed in “a” thru “k”. City shall review and approve the completeness and accuracy of 60% set of plans prior to payment. City shall return 60% submittal plans with comments pertaining to required improvements for the project. Consultant to incorporate comments and include items listed above in “a” thru “l” in the 100% submittal. The proposed technical specifications and detailed cost estimate shall be included with the 100% plans. City shall review and approve completeness of 100% plans, specifications, and engineer’s estimate prior to payment. The specifications shall conform to the Special Provisions Guide for use in the Standard Specifications for Public Works Construction. Plans submitted as 100% shall incorporate all comments.
  - b) Engineer’s Construction Estimate and quantity take-off (in .xls format) for use by the City.
  - c) Bid Schedule/measurement and payment.
  - d) Recommended construction duration in Calendar days.
5. Meetings

- a) Kickoff meeting.
- b) 60% submittal.
- c) 100% submittal.
- d) Pre-construction.

6. Bidding Services

- a) Responding to pre-bid RFI's (assume 20 pre-bid RFI's).

7. Construction Support Services

- a) Responding to Construction staff and/or contractor RFI's for any technical design clarification (assume 15 construction RFI's).
- b) Provide construction survey and staking as required.
- c) Provide temporary markings depicting limits of construction prior to the pre-construction meeting.
- d) Prepare and submit a set of Mylars "Record Drawings" reflecting the as-built conditions of the project to the City of Coachella for review and approval. The cost of this work shall be incorporated into the proposal, and no additional amount will be paid for this work.
- e) Provide digital copy of the project plans in .dwg and .pdf format to the City.

8. Change Orders (Change to Scope of Work)

All changes (increase or decrease in scope) must be submitted in writing for City approval. The Consultant shall submit a cost fee proposal for all changes. The City will evaluate and issue a Notice to Proceed for each Change Order separately.

## SECTION V

### PROPOSAL CONTENT AND FORMS

#### A. PROPOSAL FORMAT AND CONTENT

##### 1. Presentation

Proposals shall be typed, double spaced, single-sided and submitted on 8-1/2" x 11" size paper, and bound with one staple. **Any other means of binding is highly discouraged.** Proposals should not include any plastic or oversized covers or binders, or any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed twenty-five (25) double sided pages in length, excluding any appendices.

##### 2. Letter of Transmittal

A Letter of Transmittal shall be included with the proposal, addressed to Oscar Espinoza, P.E., and must, at a minimum, contain the following:

- a) Identification of consultant, including name, address, and telephone number;
- b) Proposed working relationship between consultant and subcontractors, if applicable;
- c) Acknowledgement of receipt of all RFP addenda, if any;
- d) Name, title, address, and telephone number of consultant's contact person during period of proposal evaluation;
- e) A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal;
- f) Signature of a person authorized to bind consultant to the terms of the proposal;
- g) A statement as to the time required in calendar days to provide the proposed engineering services;
- h) A statement that a copy of the consultant's hourly rate schedule (Labeled as Exhibit C) and an hourly cost break down by task (Labeled as Exhibit B) shall be provided in this proposal (**via**

**separate sealed envelope)**

- i) A statement that states hourly rate schedule is a part of the consultant's proposal which will include the not to exceed cost for the consultant's work;
- j) A statement that the cost of printing, mileage, telephone communications, mailings, and other expenses incidental to the performance of the main items of the Engineering Services to be rendered are included in the hourly rates of said hourly rate schedule and that there will be no additional charges;
- k) Anticipated number of plan sheets to be prepared;
- l) A statement that a total "Maximum Not-to-Exceed" fee for each phase of all engineering services to be rendered and all materials to be furnished, shall be placed in a sealed separate envelope displaying the firm's name and labeled 'Engineering Fees'. Note: consultant shall submit only one sealed envelope containing fee items;
- m) A statement that the engineering Consultant will charge a maximum of 5% mark-up on all submitted invoices for subcontractors.

**3. Technical Proposal**

a) **Qualifications, Related Experience and References**

This section of the proposal should establish the ability of the consultant to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Consultant shall:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- (2) Provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede consultant's ability to complete the project;



- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) Identify sub-consultants by company name, address, contact person, telephone number, and project function and describe consultant's experience working with each sub-consultant; and
- (5) Provide, at a minimum, three references from the projects cited as related experience; reference shall furnish name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

b) **Proposed Staffing and Project Organization**

This section of the proposal should establish the qualifications of the proposed project staff.

Consultant shall:

- (1) Provide educations, experience, and applicable professional credentials of proposed project staff;
- (2) Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel;
- (3) Indicate adequacy of labor resources, utilizing a table projecting the labor-hour allocation to the project by individual task;
- (4) Identify key personnel proposed to perform the work in the specified tasks and include major areas of sub-consultant work;
- (5) Include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the

project shall be removed or replaced without the prior written concurrence of the City.

c) **Work Plan**

Consultant shall provide a narrative which addresses the Scope of Work and shows consultant understands the City's needs and requirements.

Consultant shall:

- (1) Describe the approach to completing the tasks specified in the Scope of Work;
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and
- (3) Furnish a schedule for completing the tasks in terms of elapsed weeks from the commencement date.

Consultant may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

d) **Exceptions/Deviations**

Consultant shall state any exceptions to or deviations from the requirements of this RFP and the terms and conditions of the Model Professional Services Agreement, segregating "technical" exceptions from "contractual" exceptions. Where consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. **The City reserves the right to accept or reject any or all exceptions/deviations at its sole discretion. Consultant shall be bound to accept all RFP requirements and terms and conditions of the Model Professional Services Agreement not excepted in the proposal.**

e) **Fee Proposal**

The separately submitted fee proposal shall include a summary of the hours proposed, broken down by task and employee classification. Sub consultants and reimbursable shall also be

indicated. Proposal shall include the tasks as follows and explained within this document:

- Research & Evaluation
- Warrant Assessment & Technical Memos
- Final Plans, Specifications & Engineers Estimate
- Bidding Support Services
- Construction Support Services

#### 4. Appendices

Information considered by consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

### B. PROPOSAL FORMAT AND CONTENT

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance\* in performing under the scope and specifications of this RFP are currently held by consultant, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

\*The successful consultant(s) and its sub-consultants are each required to obtain a City of Coachella Business License prior to award of Agreement. The Business License is not required for submission of a proposal.

### C. ADDITIONAL FORMS TO BE SUBMITTED

Consultant shall complete and sign the Non-Collusion Affidavit and Acknowledgment on the following pages and submit with their proposal.

**Federal Funds.** The proposed improvements for construction are fully funded with Federal Safe Routes to School (SRTS) funds, administered through the California Department of Transportation (Caltrans). As such, the selected consultant shall comply with all Caltrans requirements for this purpose.

### NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

## **SECTION VI**

### **MODEL PROFESSIONAL SERVICES AGREEMENT**



**[[[MODEL AGREEMENT- 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 organization organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 ("City") and [\_\_INSERT NAME\_\_], a [\_\_INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\_\_] with its principal place of business at [\_\_INSERT ADDRESS\_\_] ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. RECITALS.**

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 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 OF SERVICES\_\_] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project. City desires to engage Consultant to render such services for the [\_\_INSERT NAME OF PROJECT\_\_] 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 OF SERVICES\_\_] 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 START DATE\_\_] to [\_\_INSERT ENDING DATE\_\_], unless earlier terminated as

provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. **\*\*\*INSERT IF DESIRED BY CITY:** City alone (not the Consultant) shall have the option to extend the term of this Agreement for two (2) successive one (1) year periods (individually, "Subsequent Term" and collectively, "Subsequent Terms") on the same terms and conditions as set forth in this Agreement (including, without limitation, the rates set forth in the Compensation Schedule attached hereto as Exhibit "C" and incorporated by reference herein); provided however, that the amount of the total compensation, including authorized reimbursements, for any Services rendered in any Subsequent term(s) (if such Subsequent Term(s) is desired by City), shall not exceed the amount required to be appropriated by City, in its sole and absolute discretion. Such extension(s) shall be made by City providing written notice to Consultant. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.\*\*\*]

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. 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.

3.2.2 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, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 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. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: [\_\_INSERT NAMES\_\_].

3.2.5 City's Representative. The City hereby designates [\_\_INSERT NAME OR TITLE\_\_], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [\_\_INSERT NAME OR TITLE\_\_], or his or 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 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.

3.2.7 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.

3.2.8 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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions 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 sub-consultants 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.

3.2.9 Laws and Regulations. 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 the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents 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.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services 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 subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. **[INCLUDE ONLY IF APPLICABLE - DELETE OTHERWISE]** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 **[INCREASE IF NECESSARY - OTHERWISE LEAVE AS IS AND DELETE THIS NOTE]** per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.



3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:-VII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 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 WRITTEN DOLLAR AMOUNT\_\_] (\$[\_\_INSERT NUMERICAL DOLLAR AMOUNT\_\_]) without written approval of City's [\_\_INSERT TITLE\_\_]. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 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 City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 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 certain "public works" and "maintenance" projects. [\_\_INSERT "IF" OR "SINCE" AS APPLICABLE\_\_] the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and [\_\_INSERT "IF" OR "SINCE" AS APPLICABLE\_\_] the total compensation is One Thousand Dollars (\$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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 Accounting Records.

3.4.1 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 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.

### 3.5 General Provisions.

3.5.1 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.

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 documents 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.

3.5.2 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:

City

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236  
Attn: [INSERT NAME]

Consultant

[ ] INSERT NAME [ ]  
[ ] INSERT ADDRESS [ ]  
[ ] INSERT ADDRESS [ ]  
Attn: [ ] INSERT NAME [ ]

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 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"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor 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 provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and 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.

3.5.4 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.

3.5.5 Attorney's 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 attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any such judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

3.5.7 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.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

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

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 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 City. 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.

3.5.13 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 subcontractors 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.

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

3.5.15 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.

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



3.5.17 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.

3.5.18 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. 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, 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.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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 any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 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 Workers' 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.

3.5.21 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.

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

### 3.6 Subcontracting.

3.6.1 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 City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

**CITY OF COACHELLA**

**[INSERT CONSULTANT'S NAME]**

By: \_\_\_\_\_  
David Garcia  
City Manager

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

*Attest:*

By: \_\_\_\_\_  
Steven Hernandez  
Mayor

*Attest:*

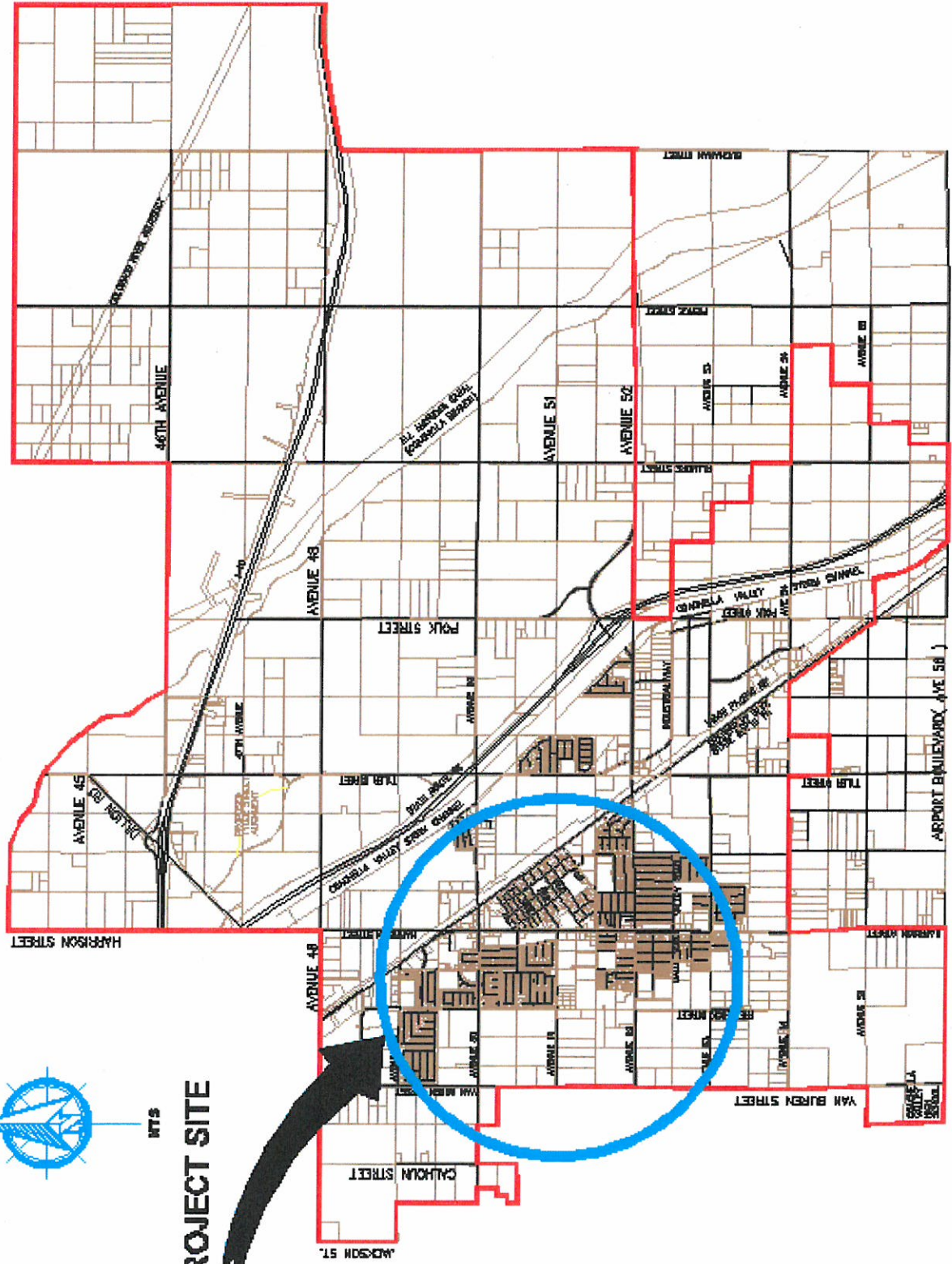
By: \_\_\_\_\_  
City Clerk



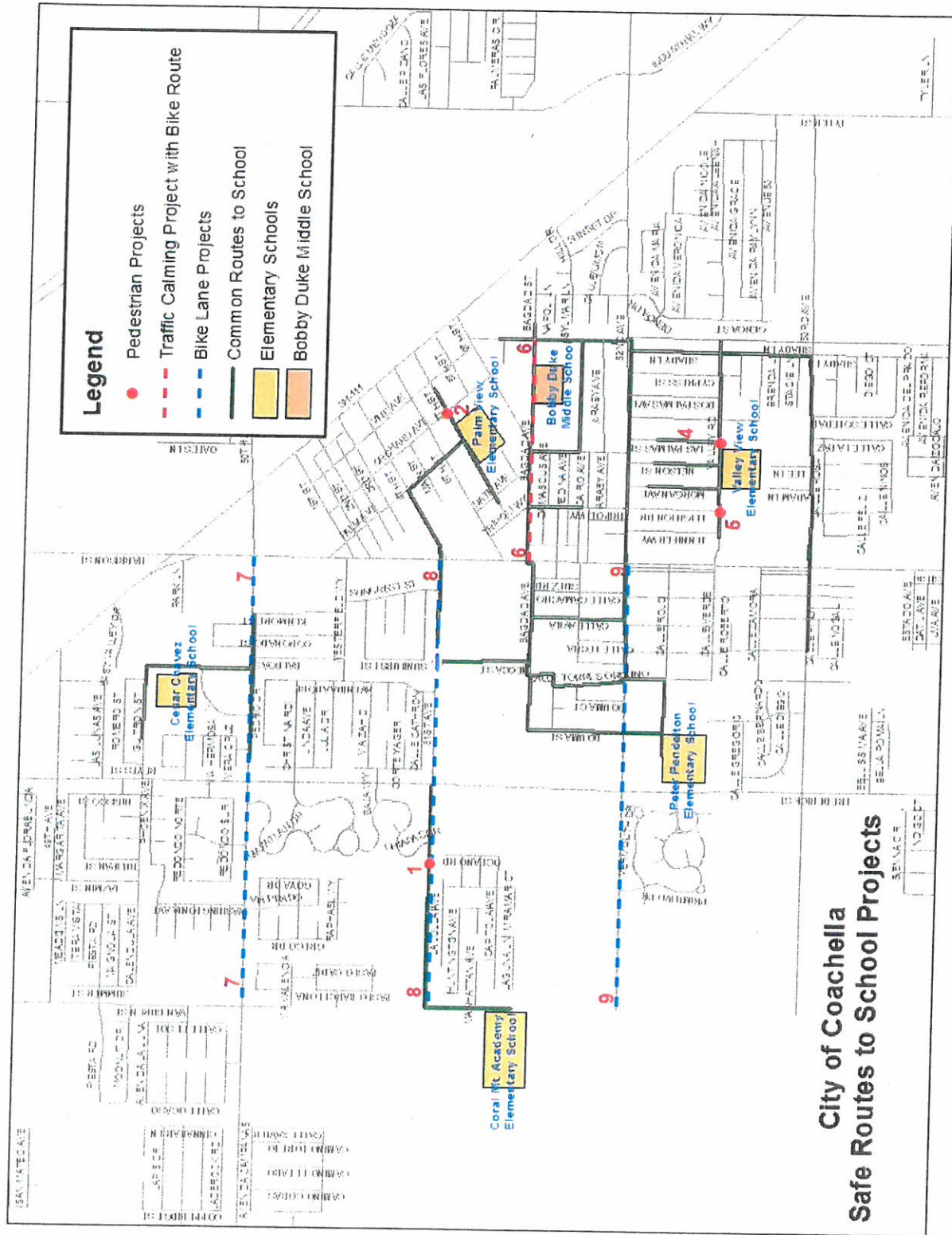
## **SECTION VII**

### **SRTS - CYCLE 3 PROJECT LOCATION MAP & ADDITIONAL EXHIBITS**

## PROJECT SITE



# SRTS – CYCLE 3 PROJECT LOCATIONS





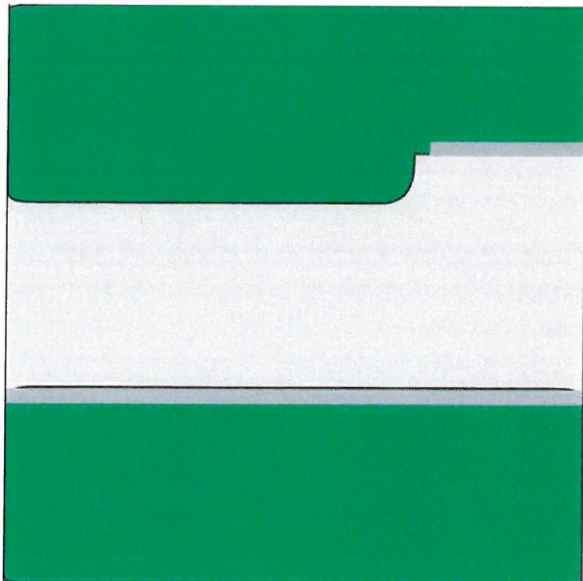
**CITY OF COACHELLA**  
**SAFE ROUTES TO SCHOOL PROJECT LIST WITH SITE DIAGRAMS**  
**FEDERAL CYCLE 3**

**1) Crossing of Avenue 51 East of Van Buren and West of Chiapas St. Where Sidewalk Ends**

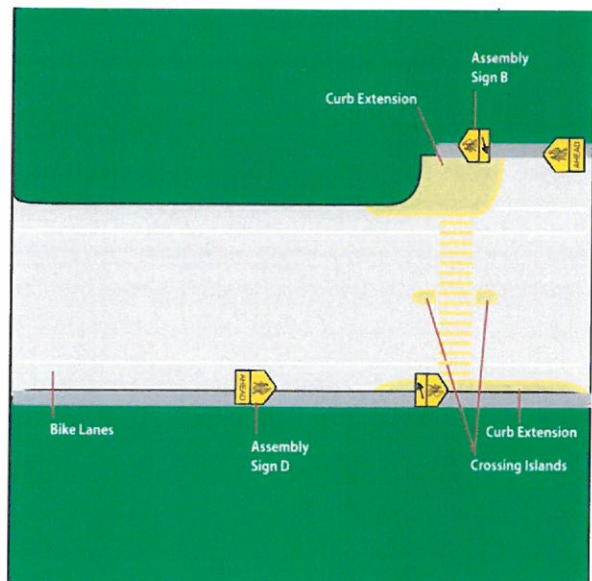
Serves: Coral Mountain Academy

At this location the street transitions from completed new development on south side all the way west to Van Buren St., and new development on north side completed to this point. Street narrows here and has unpaved shoulder on north side. Students living in new development on north side need to access sidewalk on south side.

- Add yellow asphalt curb and pylon (temporary) curb extension on north side where sidewalk terminates
- Add tapered yellow asphalt curb and pylon (temporary) curb extension on south side
- Add yellow asphalt curb and pylon (temporary) crossing islands (2)
- Add zebra-stripe crosswalk
- Add pedestrian crossing warning signs (Assembly D) (2) to approaches
- Add pedestrian crossing signs (Assembly B) (2) at crosswalk
- Add bike lanes here
- When development occurs further west require developer to put in new sidewalk



**Existing**



**Proposed**

## 2) 7<sup>th</sup> St. @ Orchard Ave

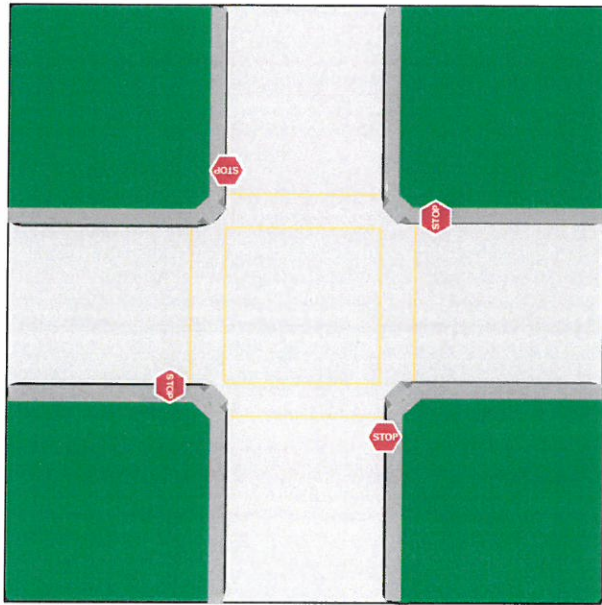
Serves Palm View Elementary School

4-way stop

Lateral-stripe crosswalks exist on all 4 crossings

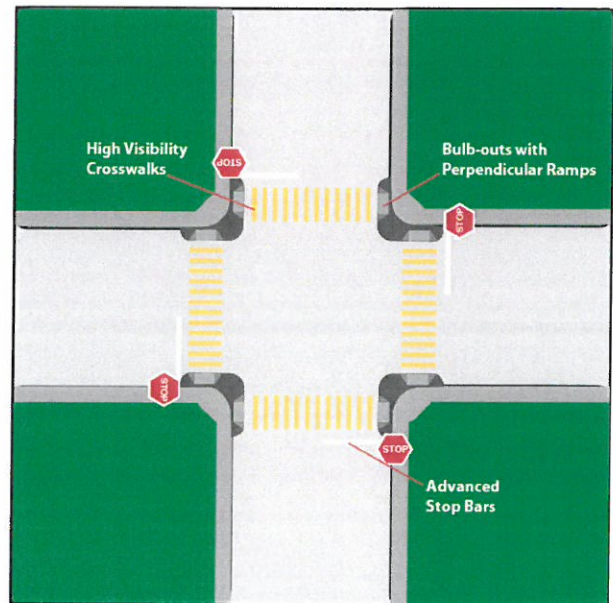
- Add zebra-stripe crosswalks to all 4 crossings
- Tentative Add bulb-outs to these crossings
- Incorporate perpendicular ramps into bulb-outs
- Add advanced stop bars to all 4 crossings

Existing



Existing

Proposed

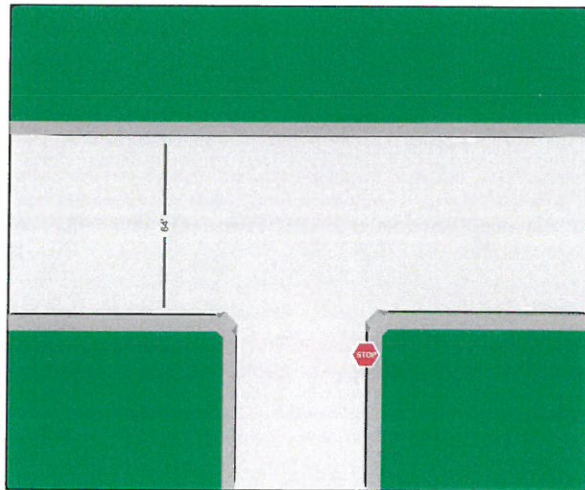


Proposed

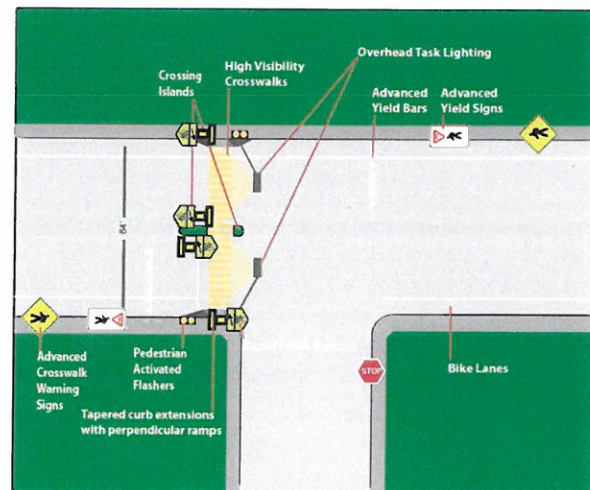
### 3) Location for Installation of RRFB To Be Determined

- Add new zebra-stripe crosswalk to
- Add crossing islands to this crossing
- Tentative Add tapered bulb-outs (2) to this crossing
- Add rectangular rapid flash beacon set to this crossing (1)
- Add pedestrian crossing warning sign (Assembly D) (2) to both approaches
- Add pedestrian crossing signs (Assembly B) (2)
- Add advanced yield bars (2) and advanced yield signs (2) to the approaches

Existing



Proposed





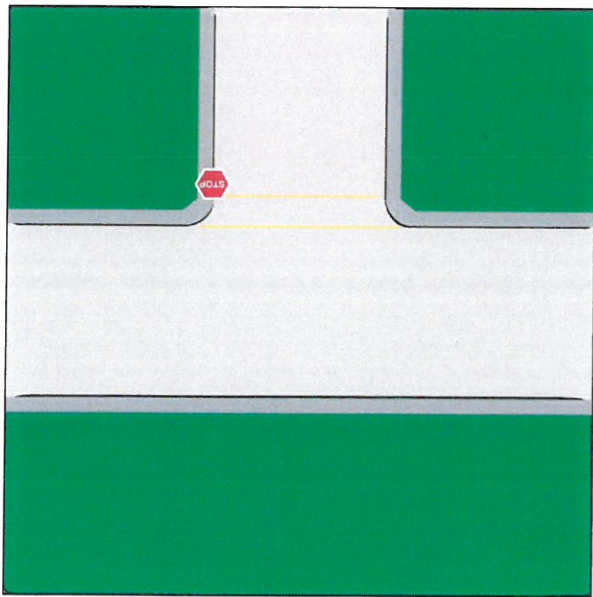
#### 4) Valley Rd. @ Las Palmas St.

Serves Valley View Elementary School  
1-way stop for Las Palmas St.

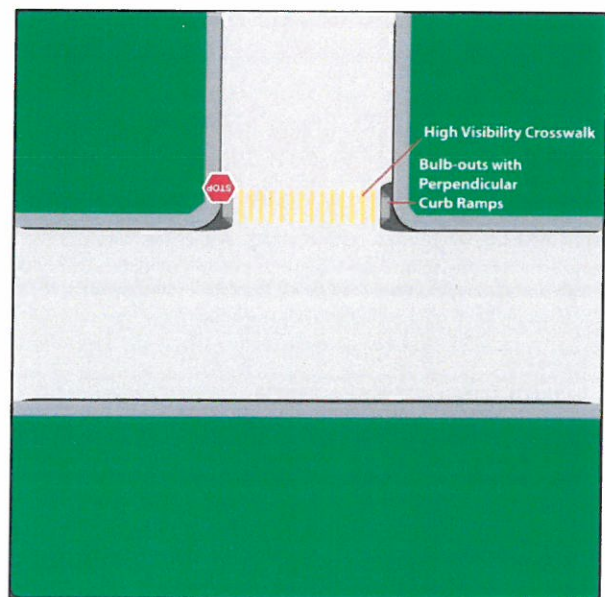
Lateral-stripe crosswalk exists to cross Las Palmas St. on south crossing

- Add zebra-stripe crosswalk (1) to cross Las Palmas St. on south crossing
- Tentative Add bulb-outs (2) on this crossing
- Incorporate perpendicular ramps into bulb-outs

**Existing**



**Proposed**





## 5) Valley Rd. @ Tripoli Way

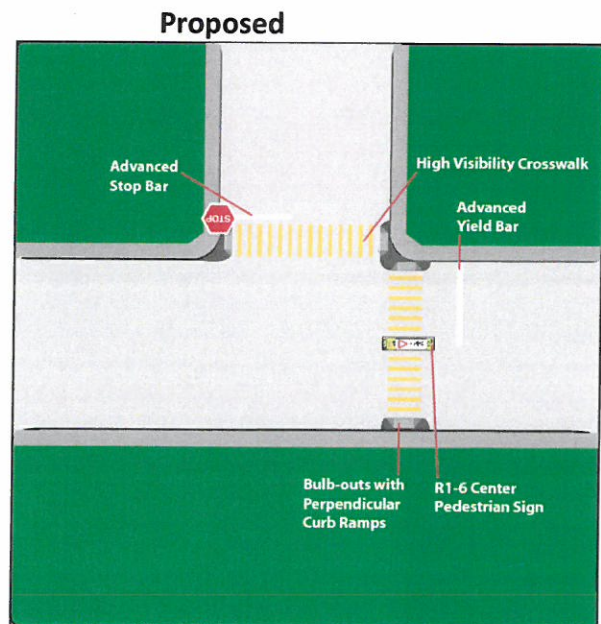
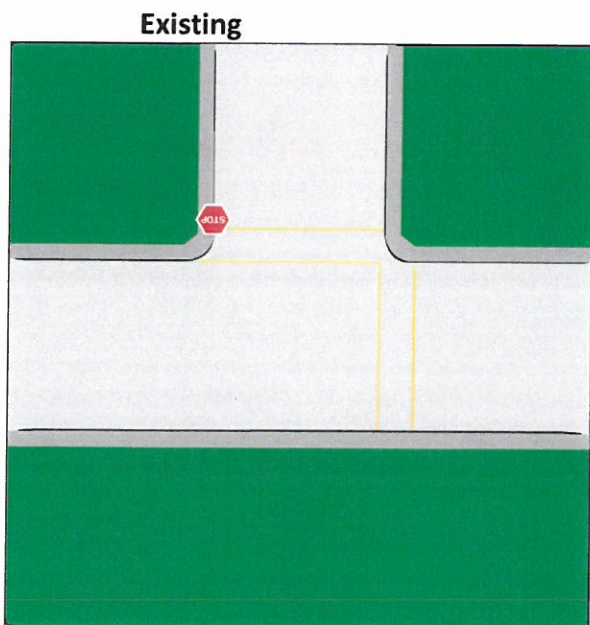
Serves Valley View Elementary School

T-intersection

1-way stop for Tripoli Way

Lateral-stripe crosswalks exist to cross Tripoli Way and Valley Rd. on the east side

- Add zebra-stripe crosswalks (2) to these crossings
- Tentative Add bulb-outs (4) to these crossings
- Incorporate perpendicular ramps into bulb-outs
- Add center pedestrian signs (R1-6) (2) to these crossings
- Add advanced stop bar (1) to Tripoli Way
- Add advanced yield bar (1) on Valley Rd.



## 6) Bagdad Ave. from Harrison St. to Bobby Duke Middle School

Serves Bobby Duke Middle School

40' wide with 2 lanes and parking on both sides

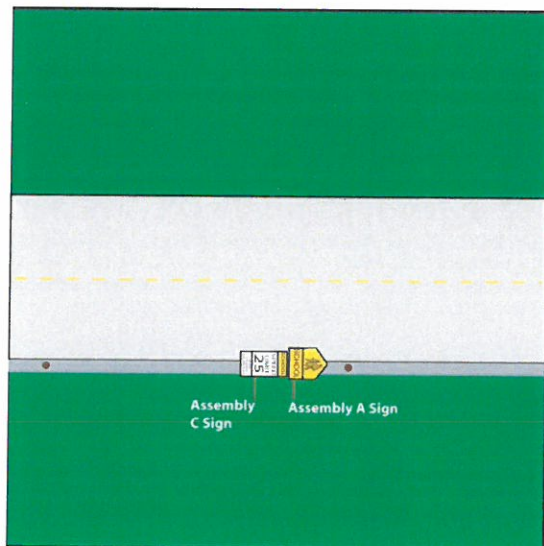
No sidewalk on north side

Sidewalk exists on south side, but is narrow and has utility poles in the center

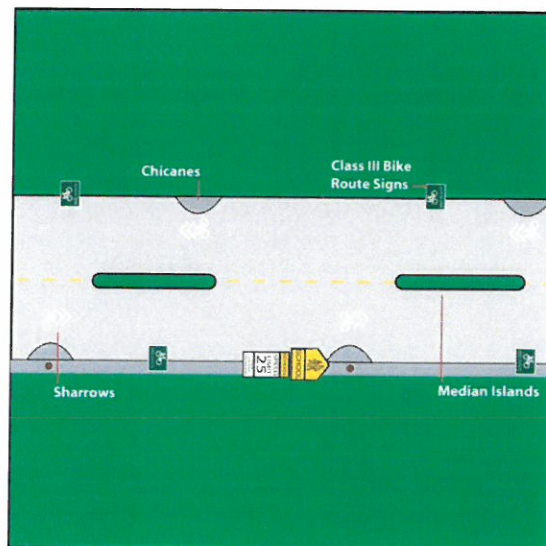
MUTCD school signs exist (Assembly A and C)

- Further revision for traffic calm measure on the street (note: utility poles block sidewalk)
- Tentative traffic calm measure on the street with median islands (approximately 6)
- Add Class III bike routes signs (8) (1 mile)
- Add bike route sharrow stencils (8)

Existing



Proposed



## Bicycle Lanes (Class II) Serving Schools

7) 50<sup>th</sup> Ave. (1 mile) from Harrison St. to Van Buren St.

8) 51<sup>st</sup> Ave. (1 mile) from Harrison St. to Van Buren St.

9) 52<sup>nd</sup> Ave. (1 mile) from Harrison St. to Van Buren St.