

Coachella Water Authority

REQUEST FOR QUALIFICATIONS

For

As-Needed Professional Engineering Design Services for Water Systems

Date of Issuance: Tuesday, August 2, 2016

RESPONSES MUST BE RECEIVED NO LATER THAN

5:00 pm, Thursday, September 15, 2016

DELIVER OR MAIL TO:

**Coachella Water Authority
Attn: Scott Rogers, P.E., Utilities General Manager
53462 Enterprise Way
Coachella, CA 92236**

I. PURPOSE

The Coachella Water Authority is seeking a qualified consultant to perform as-needed professional engineering design services for water systems. Duties will include evaluation, preparation of plans, specifications and bid documents associated with various water design projects including the coordination with the water mutual companies to determine the location of existing service connections, connection of the water systems with Coachella Water Authority's water system. The consultant serves as a design engineer, reference and resource pertaining to questions regarding water system planning principles, policies, and practices of AWWA, CWA

Standards and State of California Department of Drinking Water. The anticipated length of the contract is three years plus two optional one year renewals for a possible length up to five years.

II. BACKGROUND

The Coachella Water Authority is a with a Council/City Manager form of government. The Coachella Water Authority is located approximately 120 miles east of Los Angeles and approximately 30 miles east of the City of Palm Springs, in Riverside County. Coachella, along with nine other cities comprises a geographical area commonly known as "The Coachella Valley." Coachella is one of the fastest growing cities in the Coachella Valley with a growing population of 45,000 residents. Coachella Water Authority has a little under 8,100 service connections, continues to grow and meet system demands. The Coachella Water Authority was formed in 2005.

Recently, Coachella Water Authority was awarded a grant through State Revolving Funds (SRF) to assume the water mutual known as Mesquite. The project involves system connections with CWA, replacement of the water systems, and installation of water services in the service areas of Mesquite Water Mutual Company (MWMC). The overall objective of this project is to improve the reliability of the water systems, protect the public health and safety of Coachella residents currently being supplied water by the two water mutual companies. Both systems will be considered separate projects so will be billed separately for grant reimbursement.

III. SCOPE OF SERVICES

Interested firms shall address in their qualification statements, their firms ability to provide the following services if selected by the CWA:

- Coordination of existing system for water mutual including connections to the existing services.
- Evaluate the condition of the existing water system, historical demands and future demands of water mutual company. Provide a cost effective recommendations for the replacement and connection to the CWA system.
- Perform hydraulic modeling, analysis of the water system and the impacts of new system connections of the CWA system.
- Provide professional surveying services as needed for development of plans. Surveying should locate service connections points, existing utilities, topographic features including but not limited to edge of pavement, ground elevations, invert elevations, sidewalk, and curb.
- Provide water system design services utilizing CWA's standards to create the plans, specifications and front-end documents for bidding the on projects. The projects are currently scheduled to be awarded separately. The water design work includes the system connections, replacing the water pipelines, fire hydrants, blow-off assemblies, vacuum-air release, appurtenances, service lines and installation of individual water meters to bring those systems to the current CWA water system standards.
- Provide separate engineering construction cost estimate for both projects.

IV. RFQ PROCESS and KEY DATES

Qualifications will be reviewed in a timely manner by the Utilities General Manager, and a selection committee. Tentatively, the selection committee is planned to be personnel from City of Coachella. The review of submittals will be based on, but not limited to, the following minimum criteria:

- i. Each statement of qualification will be reviewed for completeness, responsiveness and adequacy of documentation.
- ii. The firms understanding of the scope of services and approach to providing service.
- iii. The qualifications and relevant experience of the firm.

The Coachella Water Authority will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFQ. The CWA reserves the right to award the contract(s) in any manner it deems to be in the best interest of the CWA and make the selection based on its sole discretion, including negotiating with one or more of the proposers for the same services.

Deadlines:

Submittal of questions	Tuesday, August 16, 2016 at 5:00 pm
Response to questions	Tuesday, August 23, 2016 at 6:00 pm
Deadline for submittal of proposal	Thursday, September 15, 2016, at 5:00 pm
Interview for finalists (if needed)	Thursday, September 22, 2016
Negotiation of contract (if needed)	Thursday, September 29, 2016
Award of contract	Wednesday, October 12, 2016
Targeted contract commencement	Thursday, October 26, 2016

V. QUESTIONS

All questions regarding this RFQ shall be submitted in writing to: Scott Rogers, P.E. Utilities General Manager, via email at: srogers@coachella.org. The date and time when questions must be submitted by are shown in "Section IV – RFQ Process and Key Dates" of this RFQ. Questions with their answers will be posted on the City's website by the date and time set forth in this RFQ.

VI. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal at the CWA's sole discretion. Any and all costs incurred in the preparation and presentation of this submittal shall be borne solely by the respondent. All submittals received shall become the property of the Coachella Water Authority and will not be returned.

Faxed or emailed submittals will not be accepted. Respondents shall provide four (4) hard copies and one portable document format (PDF) of their submittal by the submittal deadline. All proposal submittals shall be delivered no later than the submittal deadline to:

Attn: Scott Rogers, P.E., Utilities General Manager
Coachella Water Authority
53462 Enterprise Way
Coachella, CA 92236
760-501-8112

VII. SUBMITTAL FORMAT

All respondents must submit qualifications and costs according to the specifications set forth below. Submittals must be relevant to the specific work required and should not exceed 12 pages of information (not including cover, back cover, index sheets, etc.).

A. Work Proposal

a) Letter of Introduction

- i. Provide the name and contact information for firm submitting the proposal. Include a brief description of the firm. Identify any sub-consultants and their responsibilities. This letter must bear the signature of the person having proper authority to make the proposal for the firm.

b) Scopes of Work

- i. Provide a description of the work objectives (tasks, sub-tasks, and deliverables) that are anticipated to be provided. Please address what you believe to be the most important items, as well as items that you believe are the most important for the design of the water system for Coachella Water Authority. Provide a brief synopsis of the proposal summarizing the firm's unique qualities and the overall benefit of the proposal for the CWA and your understanding of the scope of services.

c) Statement of Qualifications

- i. A listing of the firm's project personnel including relevant experience and resumes, firm's office location(s), and other information deemed relevant to the proposal by the firm. Address the firm's demonstrated familiarity with the required standards, procedures, and regulations.
- ii. There shall be one person from your firm identified in your proposal who will be the acting Project Manager for the project. This person shall be both a licensed Professional Engineer. This person will be responsible for the work output of the firm; including but not limited to, water system design plans for the CWA, correspondence with City personnel, residents, developers, etc., and for attending meetings and addressing water system design issues at these meetings. This person's contact information shall be included in the proposal.
- iii. Identify ability to manage the proposed contract and availability of personnel.
- iv. Provide a minimum of three (3) references from public agency references with similar projects, if any.

B. Cost Proposal

- i. In a separate section of the proposal, firms are to submit detailed cost proposals for all services and materials anticipated to complete the work. Cost proposals shall include all personnel by classification and hourly billing rates. Any proposed travel costs and/or mark-ups on outside services shall also be noted. The Cost Proposal shall note if there are any changes, or not, to the proposed rate(s) over time.

VIII. REVIEW OF AGREEMENT FOR PROFESSIONAL SERVICES

The CWA Agreement for Professional Services is attached for review and comments. Please indicate if the proposed agreement is acceptable to your firm and, if not, what specifically is not acceptable with your firm's proposed changes.

IX. GENERAL ADMINISTRATIVE INFORMATION

- Each respondent understands and agrees that the CWA, its departments, their officers, employees or agents shall not be liable for:
 - i. Any costs incurred by a respondent in the preparation, delivery or presentation of a proposal.
 - ii. 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 CWA; and
 - iii. Any errors, inaccuracies or misstatements related to the information or data supplied to any consultant by the CWA. The use of such information or data provided by the CWA, 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 Qualifications only.
- The selected firm shall comply with any and all applicable Federal and State laws pertaining to employment.
- The CWA reserves the right to accept, reject, modify or cancel in whole or in part, this Request for Qualification.
- The CWA 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 minor irregularities and technical defects in this proposal process. The CWA reserves the right to seek new proposals when it determines that it is in the best interest to do so.

X. SUBMITTAL DUE DATE

The submittal package must be received prior the submittal date specified in "Section IV - RFQ Process and Key Dates" of this RFQ. Firms mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XI. SELECTION PROCESS

Proposals will be reviewed by the Coachella Water Authority. The proposals will be ranked for contract negotiations based upon the materials submitted per the attached "Proposal Evaluation Form". The contract will be awarded based on demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices to the Coachella Water Authority. Cost will be a consideration in the selection process; however, will not be the determining factor. Qualifications, not cost, will be the primary competitive measure by which the contract will be awarded. The Coachella Water Authority may or may not choose to interview two or more closely-rated firms.

The Coachella Water Authority will open contract negotiations with the top-ranked firm(s). The selected firm(s) will be expected to enter into the attached "Agreement for Professional Services." The Coachella Water Authority reserves the right to waive informalities and to contract with multiple firms or reject all proposals at its sole discretion. Consultants are encouraged to keep their proposals brief and relevant to the specific work required.

XII. AUTHORITY TO WITHDRAW

The Coachella Water Authority reserves the right to withdraw this Request for Qualification (RFQ) without prior notice. The Coachella Water Authority makes no representation that any agreement will be awarded to any firm as a result of having responded to this request. The CWA expressly reserves the right to reject any and all proposals in response to this RFQ without indicating a reason for such rejection. All costs incurred in the preparation of the proposal, submission of information and/or selection of a proposal prior to the award and/or execution of a signed contract shall be borne by respondent. All proposals submitted to the Coachella Water Authority in response to this RFQ shall become the property of CWA, shall be considered public information, and will not be returned.

XIII. Award of Contract

It is the intent of the Coachella Water Authority to award a contract to only one firm. The contract shall be performed on a work assignment basis as needed by the Coachella Water Authority. The contract will be based upon the negotiated specific rates of compensation. The Coachella Water Authority does not guarantee that there will always be sufficient work assignments to reach the maximum contract amount each fiscal year.

ATTACHMENT:

1. Proposal Evaluation Form
2. City of Coachella Agreement for Professional Services

ATTACHMENT 1
PROPOSAL EVALUATION FORM

REQUEST FOR PROPOSAL EVALUATION

Project Name: As-Needed Professional Engineering Design Services for Water Systems

Consultant: _____

Reviewer: _____ **Date:** _____

Score each category from 1 to 10 with 1 being the worst.

	Score (1-10)	Weight	Total
Understanding of Scope		x3	
Technical expertise		x3	
Project Personnel Experience		x3	
Previous Experience with Similar Projects		x3	
Responsiveness and ability to meet contract needs		x3	
Unique Qualities (Intangibles)		x1	
		Total	

Unique Qualities (Intangibles):

(Explanation) _____

Comments: _____

TOTAL _____

Reviewer Signature _____

ATTACHMENT 2

CITY OF COACHELLA AGREEMENT FOR PROFESSIONAL SERVICES

As-Needed Professional Engineering Design Services for Water Systems

CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this [*****INSERT DAY*****] day of [*****INSERT MONTH*****], [*****INSERT YEAR*****] 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 (“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”). The City and Consultant are sometimes individually referred to 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 OF SERVICES*****] services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

2.2 Project.

The 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. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

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. The 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 the 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, the City shall respond to Consultant's submittals in a timely manner. Upon request of the 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 the City.

3.2.4 Substitution of Key Personnel. Consultant has represented to the 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 the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the 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"). The 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 the City staff in the performance of Services and shall be available to the 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 subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, 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.

3.2.8.1 Period of Performance and Liquidated Damages. 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 Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of [*****INSERT WRITTEN DOLLAR**

AMOUNT*] Dollars (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

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 the 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 **[CITY TO CONFIRM INSURANCE REQUIREMENTS]** Insurance.

3.2.10.1 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.

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 subconsultants. Consultant shall also require all of its subconsultants 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*: **[***INSERT AMOUNT - PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***]** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, 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*: **[***INSERT AMOUNT - PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT***]**

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 \$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 Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$_____ *****CONTACT RISK MANAGEMENT TO CONFIRM REQUIREMENTS***** 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 insured with respect to the Work 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 Employer's 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:VIII, 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.

3.2.10.9 Reporting of Claims. 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.

3.2.11 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 subconsultants, 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 the City's *****INSERT TITLE*****. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the 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. The City shall, within 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 the City.

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

3.3.5.1 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 1600, 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. The 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 and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to

the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, 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. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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.

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 the 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. The 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 the 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, the 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 the 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, the 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:

Consultant:

[*****INSERT NAME, ADDRESS & CONTACT PERSON*****]

City:

City of Coachella

1515 6th Street

Coachella, CA 92236

Attn: [*****INSERT NAME & DEPARTMENT*****]

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 the 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 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 provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the 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 the 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 the 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 the 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 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 other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, 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, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees 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 the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the 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 survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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 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.

3.5.14 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. 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.

3.5.19 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.

3.5.20 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.

CITY OF COACHELLA

*****INSERT NAME OF CONSULTANT*****

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

Attest:

City Clerk

[***INSERT TITLE***]

EXHIBIT “A”

SCOPE OF SERVICES

[INSERT SCOPE**]**

EXHIBIT “B”

SCHEDULE OF SERVICES

[INSERT SCHEDULE**]**

EXHIBIT “C”

COMPENSATION

[***INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]