

REQUEST FOR PROPOSALS  
FOR PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES  
CITY PROJECT NO. ST-123



FOR THE  
**GRAPEFRUIT BOULEVARD URBAN GREENING AND CONNECTIVITY  
PROJECT**

Preparation of  
Plans, Specifications and Estimates

CITY OF COACHELLA  
1515 Sixth Street  
Coachella, CA 92236

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## **NOTICE OF REQUEST FOR PROPOSALS**

**FOR PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES**  
Preparation of Plans, Specifications and Estimates

### **FOR THE GRAPEFRUIT BOULEVARD URBAN GREENING AND CONNECTIVITY PROJECT CITY PROJECT NO. ST-123**

The City proposes to install class II bike lanes, sidewalks, and landscaping along Grapefruit Boulevard between Leoco Lane and 9<sup>th</sup> Street, see attached project site map. These improvements will include the installation of new AC pavement, curb & gutter, sidewalk, pedestrian crossings, bio swales, landscaping, irrigation, shade structures, lighting, signage and misc. pedestrian facilities, see attached Urban Greening Presentation.

Proposals shall be submitted to the following:

Jonathan Hoy, P.E., City Engineer/Assistant City Manager  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

Proposals shall be received at City Hall on or before 2:00 p.m. on TUESDAY, AUGUST 20, 2019.

Proposals, and amendments to proposals, received after the date and time specified above will be returned to the Offerors unopened.

Parties interested in obtaining a copy of this Request for Proposal Project ST-123 may download it from the City website or do so by contacting:

Jonathan Hoy, P.E., City Engineer/Assistant City Manager  
Engineering Department  
1515 Sixth Street  
Coachella, CA 92236  
Phone: 760-398-5744, or e-mail: Jhoy@coachella.org

This is a two-part submittal. In envelope No.1, offerors shall submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. In a separate, sealed envelope No. 2, offerors shall submit a detailed cost proposal for all services and materials anticipated in completing the project. A detailed cost break-down for each project task and sub-task shall be submitted.

The City will short-list one or more firms for further evaluation. The City will only open cost proposals of the Short-listed firms.

The City reserves the right to waive informalities and to reject all proposals at its sole discretion. Consultants are encouraged to keep their proposals brief and relevant to the specific work required.

The award of this agreement is subject to receipt funds adequate to carry out the provisions of the proposed agreement included in the identified Scope of Work.

## SECTION I – INSTRUCTIONS TO OFFERORS

### A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

### B. ADDENDA

Any 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 Agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals by attaching a copy of each addendum to the proposal document.

### C. CITY CONTACT

All questions and contacts with City of Coachella staff regarding this RFP shall be directed to the following person:

Mr. Jonathan Hoy, P.E., City Engineer/Assistant City Manager  
1515 Sixth Street,  
Coachella California 92236  
Phone: 760-398-5744, or e-mail: JHoy@coachella.org

### D. CLARIFICATIONS

#### 1. Examination of Documents

Should an Offeror require clarifications to this RFP, the Offeror shall notify the City in writing in accordance with Section F.2 below. Should it be found that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. Addenda will be sent to all registered firms via first class mail or email.

#### 2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, shall be put in writing and shall be received by the City no later than 5:00 p.m. on TUESDAY, AUGUST 13, 2019. All inquiries received after this deadline will not receive a response.
- b. Requests for clarification, questions and comments shall be clearly labeled, "Request for Information". The City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - U.S. Mail / Personal Courier:  
Jonathan Hoy, P.E., City Engineer/Assistant City Manager  
City of Coachella, City Hall & Engineering Department,  
1515 Sixth Street Coachella,  
California 92236.
  - E-Mail: JHoy@coachella.org

#### 3. City Responses

Responses from the City will be issued in writing as an addendum that will be sent to all registered firms. Offerors shall acknowledge receipt of City clarification responses by attaching a copy of each Addendum to their Proposals.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals shall be received at the Engineering Department at the Coachella City Hall on or before 2:00 p.m. on TUESDAY, AUGUST 20, 2019.

Proposals received after the above specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

Jonathan Hoy, P.E., City Engineer/Assistant City Manager  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

3. Technical Proposal Content and Evaluation Weighting:

a. Qualifications, Related Experience, and References ó 25%

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with agencies directly involved in this Project; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

b. Proposed Staffing and Project Organization ó 35%

This section of the proposal should establish the method that will be used to manage the Project as well as identify key personnel assigned.

c. Work Plan ó 40%

This section of the proposal shall provide a narrative that addresses the Scope of Services and shows understanding of the Project needs and requirements.

4. Identification of Proposals

Proposal shall clearly marked with the consultant's name, address and phone number as well as the project name and service to be provided. Only one proposal per consultant will be considered. Offeror shall submit three (3) hard copies and one (1) electronic copy (via flash drive) of its proposal.

5. 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 or cancel this RFP at any time without prior notice, and the CITY makes no representations that any agreement will be awarded to any Offeror responding to this RFP.

c. Submitted proposals shall not be copyrighted.

F. PRE-CONTRACTUAL EXPENSES

The CITY shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Preparing for and attending an interview with the City
4. Negotiating with the City any matter related to this proposal; or
5. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

G. JOINT OFFERS

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subconsultant basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a not-to-exceed contract based on prices for individual tasks specified in the Scope of Work included in this RFP as Section III, Scope of Work.

## SECTION II – PROPOSAL CONTENT AND FORMAT

### A. PROPOSAL CONTENT AND FORMAT

Presentation of the proposals shall be typed, with a minimum 11 point font and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11ö x 17ö format. Offerors should not include unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals shall not exceed twenty five (25) pages in length, excluding any letter of transmittal and appendices. Forms, and resumes should be included in the appendices and will not be included in the page count. The proposals shall include all five sections below, except cost and Price proposal.

#### 1. Letter of Transmittal

The Letter of Transmittal shall be addressed to Jonathan Hoy, P.E, City Engineer/Assistant City Manager, and shall, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. A memorandum from a principal of each subcontractor firm indicating the specific portion of services the subcontractor will be performing. These commitment letters shall be included in the appendix section, they are not part of the page count.
- d. Acknowledgment of receipt of all RFP addenda, if any.
- e. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- f. Signature of a person authorized to bind Offeror to the terms of the proposal.
- g. Signed statement attesting that all information submitted with the proposal is true and correct.
- h. Transmittal letter shall be limited to two (2) pages. It will not be included in the page count.

#### 2. Technical Proposal, envelope No. 1

- a. Qualifications, Related Experience and References of Offeror  
This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with affected local agencies directly involved in this project; follow right-of-way acquisition requirements as per State & federal rules, strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- i. 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.
  - ii. 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 Offeror's ability to complete the project.
  - iii. 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.
  - iv. Describe experience in working with the various government agencies and private entities that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
  - v. Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
  - vi. A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror 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 method that will be used by the Offeror to manage the project as well as identify key personnel and sub-consultants assigned.

Offeror to:

Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of key project staff.

Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel in the appendix.

Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

- i. Include a project organization chart that clearly delineates communication and reporting relationships with the City among the project staff and including sub-consultants.
  - ii. 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**  
Offeror shall provide a narrative that addresses the Scope of Work and shows Offeror's understanding of City's needs and requirements.

Offeror to:



- i. Demonstrate knowledge of the Project Understanding, knowledge of the overall City functional needs, technical work requirements of the projects; identification and knowledge of Federal, State, City, and other agency requirements, as applicable to the requested services.
  - ii. Describe the Project Approach for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
  - iii. Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
  - iv. Identify any special issues or problems that are likely to be encountered during this project and how the Offeror would propose to address them.
  - v. Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
  - vi. Develop a Project Schedule outline sequentially, the activities that would be undertaken in completing the tasks and specify who would perform them.
3. **Exceptions/Deviations**  
State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Section IV: Proposed Professional Services Agreement.
4. **Appendices**  
Information considered by Offeror 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. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.
5. **Cost and Price Proposal**  
All firms are asked to submit in a separate envelope No. 2, a detailed cost proposal. Cost proposals shall be prepared to follow the order and format of the items of work listed in SECTION III SCOPE OF WORK. For example, the first item in the cost proposal should be Task 1 Pre-construction Services. Cost proposals shall, as a minimum, show all anticipated Prime and Subconsultant costs by Task and Subtask, including personnel by classification, hours and hourly rates. Other Direct Costs shall be summarized at the Project level, rather than by Task. Cost proposals shall comply with prevailing wage requirements as applicable.

### SECTION III – SCOPE OF WORK

#### A. PROJECT DESCRIPTION

This project consists of the preparation of full Construction documents including plans with final elevations, technical specifications, construction cost estimate (PS&E) and support services for the design of the following improvements: new AC pavement, curb & gutter, sidewalk, pedestrian crossings, bio swales, landscaping, irrigation, shade structures, lighting, signage and misc. pedestrian facilities.

At a minimum the project shall include:

- É Plant approximately 288 native, drought tolerant and low- water trees, 15 gallon or less
- É Plant approximately 1,100 native drought tolerant and low-water plantings
- É Install LED security lighting
- É Construct Class II bicycle path and sidewalks approximately one mile in length, including ADA curb ramps
- É Install permanent irrigation system
- É Installation of approximately 7,240 linear feet of bioswales
- É Approximately 51 wayfinding signs, 48 road signs, and one funding acknowledgement sign
- É Approximately 4 drinking fountains
- É Approximately 10 trash cans
- É Approximately 4 shade structures, 10 benches, 4 bike racks

A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate plantings for the area, with consideration given to carbon sequestration and plant origin (native/non-invasive). Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELo) or the local agency landscape water ordinance (if as strict or stricter) and use low water, drought tolerant plantings.

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

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

#### C. 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 100 calendar days from the date of issuance of Notice to Proceed.

#### D. 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 including final elevations,

specifications, engineer's estimate (PS&E) for the project. 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 improvements and striping plans, traffic related technical specifications, and engineer's estimates shall include the signature and seal of a registered Civil 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 ó 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. Topographical Survey ó Consultant will be required to perform a topographical survey to find existing elevations and provide final design elevations on final set of plans.
  - a) Perform a field survey on all required locations.
  - b) Provide Draft Plan with existing and proposed elevations.
  - c) Provide Final Plans with elevations on each required location.
3. Plan Preparations (Conceptual, 60%, 100% and Final Mylar) ó 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.

- 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 (Conceptual, 60%, 100% and Final Document)
- a) Plans that are considered 60% complete shall contain items listed in 3.1 thru 3.6. 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 3.1 thru 3.6 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 10 pre-bid RFI's).
7. Support Services
- a) Responding to Construction staff and/or contractor RFI's for any technical design clarification (assume 10 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 IV – PROPOSED PROFESSIONAL SERVICES AGREEMENT**

## **Attachment C**

### **CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT**

#### **1. PARTIES AND DATE.**

This Agreement is made and entered into this Twenty-Ninth day of October, 2009 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 6<sup>th</sup> 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 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.

##### **2.2 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. 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. 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~~<sup>A</sup> 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 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 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 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*: WorkersqCompensation 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 - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. 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 - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. 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 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 City\$ **\*\*\*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 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 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\$ Representative.



3.3.5 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. [\*\*\*INSERT ~~%F+OR %S~~INCE+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 ~~%F+OR %S~~INCE+AS APPLICABLE\*\*\*] the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. 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.

### **3.4 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 document and other information within fifteen (15) days of the request.

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

3.5.2 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 6<sup>th</sup> 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 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. 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 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 alleged acts, 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 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.

**[\*\*\*IF FOR DESIGN PROFESSIONAL SERVICES (ARCHITECT, LANDSCAPE ARCHITECT, ENGINEER OR LAND SURVEYOR), USE THE FOLLOWING ALTERNATIVE LANGUAGE AND DELETE THE ABOVE LANGUAGE.**

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 relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, 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 City, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any 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 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\*\*\*]

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

\*\*\*INSERT NAME\*\*\*]



[\*\*INSERT TITLE\*\*]

*Attest:*

---

City Clerk

[\*\*INSERT TITLE\*\*]

*Attest:*

---

[\*\*INSERT TITLE\*\*]

**EXHIBIT "A"**

**SCOPE OF SERVICES**  
**[\*\*INSERT SCOPE\*\*]**

**EXHIBIT “B”**

**SCHEDULE OF SERVICES**  
**[\*\*INSERT SCHEDULE\*\*]**



## SITE MAP

### Grapefruit Boulevard Urban Greening & Connectivity Project Between Leoco Lane and 9th Street





## Grapefruit Boulevard Urban Greening & Connectivity Project Between Leoco Lane and 9th Street



*A project that seeks to create innovative greenspaces that not only help revitalize the community, but provide environmental benefits while creating social connectivity*



## About the Project

The Grapefruit Boulevard Urban Greening and Connectivity Project addresses key community-identified barriers, issues and opportunities in the Pueblo Viejo Downtown District community in order to design and implement complete street improvements along Grapefruit Boulevard between Leoco Lane and 9th Street. These complete urban street improvements will use elements that mimic natural systems by planting trees along Grapefruit Boulevard that will constitute a valuable urban and community forest resource that contributes significantly to human health and quality of life. Beyond aesthetic value and social well-being, the trees provide essential ecosystem services to clean the air, protect and clean water, support biodiversity, shelter businesses, and conserve energy. The trees and plants will soften harsh lines of the city streetscape and help moderate temperatures and solar radiation for pedestrians and bicyclists.

- ✓ The completed project would be implemented in conjunction with rehabilitation of buildings and properties, code enforcement issues, and personal security improvements to create pleasant, safe, artful and walkable roadways in the Pueblo Viejo Downtown District. The route will connect the key assets and activity centers in the community, including the transportation center, schools, parks, library, post office, the senior center, restaurants, and more.
- ✓ Grapefruit Boulevard also connects the more than 88,000 residents of the rural and unincorporated communities of Thermal, Mecca, Oasis and North Shore to vital activity centers in Coachella;
- ✓ According to 2017 Traffic Census Data, Grapefruit Boulevard carries more than 38,791 vehicles per day;
- ✓ The project's location is within the boundaries of the Pueblo Viejo triangular downtown area bounded by Harrison Street on the west, Ninth Street on the south, and the Southern Pacific Railroad to the east.
- ✓ The City of Coachella is a low-income, disadvantaged community by measure of CalEnviroScreen 3.0 results as the proposed project falls in the 76-80% percentile. Coachella is also park deficient as 74% of the residents live further than a half mile from a park. And 66% of the residents live in areas with less than 3 acres of parks or open space per thousand residents residents. This project will expand the access open space by incorporating recreational elements such as pedestrian facilities and *bicycle lanes*.





## SITE MAP

## Grapefruit Boulevard Urban Greening & Connectivity Project Between Leoco Lane and 9th Street





## *Grapefruit Boulevard: A Vital Agricultural & Economic Corridor*

The Coachella Valley is the “date capital of the world” producing more than 95 percent of the dates harvested in the United States. Farming towns boomed along the agricultural corridor of the Coachella Valley (Grapefruit Boulevard), taking names with sea and Middle Eastern connections like Coachella (from the Spanish word, “Conchilla” meaning sea shell), Mecca, Thermal, Oasis, and North Shore. As the farmland of the Coachella Valley grew to become one of the largest crop-growing regions in the state of California and one of the top golf resort destinations in the United States, the region experienced a large influx of farmworkers and other blue-collar workers who would need to settle in the towns near Grapefruit Boulevard.

Grapefruit Boulevard (formerly State Route 111 until it was relinquished to the City of Coachella in 2002), is named in honor of the rich citrus and date groves that dotted nearly 40 miles of its highway. Grapefruit Boulevard follows the old Southern Pacific “Sunset Route” (now the Union Pacific railroad line between Los Angeles and Yuma, Arizona and the eastern shore of the Salton Sea). Today, Grapefruit Boulevard continues to be a highly-transited corridor by agricultural workers, residents, commercial industries, and others who are passing through on their travels.

Grapefruit Boulevard also provides connections to world-class agriculture, the state’s #2 biodiesel technology facility, and the Fortune 500 Coca-Cola Company.



# COACHELLA



**HOUSEHOLDS**  
**10,429**

## HOUSEHOLD INCOME QUINTILES

Lowest Quintile	\$0 to \$18,769
2nd Quintile	\$18,770 to \$30,580
3rd Quintile	\$30,581 to \$46,580
4th Quintile	\$46,581 to \$71,705
Highest Quintile	Over \$71,705

**MEDIAN HOUSEHOLD INCOME** \$37,497

## RACE AND ETHNICITY

White	1.6%
Black	0.8%
Asian	n/a
Latino	97.5%
Native	n/a
NHPI	n/a
Two or More	n/a
Other	0.1%

## AGE

Under 18	35.7%
18 to 24	10.8%
25 to 44	31.2%
45 to 64	17.7%
65 and Over	4.7%

**PEOPLE WITH A DISABILITY** 8.8%

## Financial Assets & Income

OUTCOME MEASURE	PLACE DATA	STATE DATA	US DATA
Asset Poverty Rate	30.6%	25.8%	25.5%
Income Inequality	3.8x higher for top 20%	5.3x higher for top 20%	4.9x higher for top 20%
Income Poverty Rate	27.9%	13.2%	13.4%
Income Poverty by Race	1.4x higher for HHs of color	1.7x higher for HHs of color	2x higher for HHs of color
Liquid Asset Poverty Rate	51.0%	37.2%	36.8%
Unbanked Households	15.1%	6.2%	7.0%
Underbanked Households	20.0%	19.1%	19.9%
Households with Zero Net Worth	19.8%	15.4%	16.9%

## Businesses & Jobs

OUTCOME MEASURE	PLACE DATA	STATE DATA	US DATA
Business Value by Race	—	2.7x higher for white bus. owners	2.9x higher for white bus. owners
Business Value by Gender	25.3x higher for men	2.7x higher for men	3x higher for men
Unemployment Rate	17.9%	5.4%	4.9%
Unemployment Rate by Race	2.3x higher for workers of color	1.4x higher for workers of color	1.6x higher for workers of color

## Homeownership & Housing

OUTCOME MEASURE	PLACE DATA	STATE DATA	US DATA
Affordability of Homes (value/income)	4x higher than median income	7x higher than median income	3.6x higher than median income
Housing Cost Burden - Homeowners	56.7%	38.8%	28.3%
Housing Cost Burden - Renters	69.0%	55.4%	49.7%
Homeownership Rate	63.2%	53.6%	63.1%
Homeownership by Race	1.2x higher for white HHs	1.4x higher for white HHs	1.6x higher for white HHs

## Health Care

OUTCOME MEASURE	PLACE DATA	STATE DATA	US DATA
Employer-Provided Insurance Coverage	31.0%	54.4%	58.6%
Uninsured Rate	29.7%	8.3%	10.0%
Uninsured by Race	equal for people of color and white people	2.3x higher for people of color	2.1x higher for people of color
Uninsured by Gender	1.2x higher for men	1.3x higher for men	1.2x higher for men
Uninsured Low-Income Children	13.0%	3.8%	6.1%

## Education

OUTCOME MEASURE	PLACE DATA	STATE DATA	US DATA
Four-Year College Degree	3.9%	32.9%	31.3%
Four-Year Degree By Race	3x higher for white adults	1.9x higher for white adults	1.5x higher for white adults
Four-Year Degree By Gender	1.4x higher for men	equal for men and women	equal for men and women
Early Childhood Education Enrollment	—	48.5%	48.0%

## *Creating a Culture of Health*

The places where we live, learn, work, and play all contribute to their ability to become and stay healthy. A “culture of health” means everyone has the basics to be as healthy as possible—like having access to fresh foods, quality education, employment opportunities, and safe, clean neighborhoods across rural and urban settings. Creating healthier, more equitable communities calls for neighborhood planning that supports the healthy development of children; the ability of older adults to age in place; and an overall sense of connectedness that benefits all residents. It means having access to public resources like libraries and recreational facilities, and infrastructure like sidewalks and bike trails that promote activity and mobility. All of this depends on individuals, government, businesses, and other organizations joining forces and implementing sustainable policies that promote health and well-being for everyone.



## *Coachella: Striving to be a Healthy Community*

The City of Coachella is a 29 square mile municipality of approximately 45,443 residents located in eastern Riverside County, in a region collectively known as the Coachella Valley in Southern California. Coachella is about 97 miles north of the U.S.-Mexico border, and is a predominantly Hispanic, monolingual Spanish speaking community. Coachella is best known for the world famous music festival that bears its namesake, the *Coachella Music and Arts Festival*. What is less known about the city is that it has:

- ✓ A child poverty rate of 40 percent with some of the nation’s poorest citizens living there just miles from some of the wealthiest. The median household income is \$36,124;
- ✓ Only 52.2% of the population holds a high school diploma and only 3.3% hold a Bachelor’s degree;
- ✓ Many of Coachella’s low-income residents cannot afford home ownership at all, or even the opportunity to live in housing that is not substandard, as numerous houses are affected by blight, code violations, and disrepair;
- ✓ Currently, more than 9.4% of Coachella residents are unemployed, which ranks the city as having the second highest unemployment rate in the county of Riverside.

And while Coachella residents have a strong pride of place, they also have limited health care access. A few, small health clinics are the only local options for those without health insurance (up to 27% in Coachella), and the doctor-to-resident ratio is more than 4 times below the federally recommended level. Limited access to primary and emergency care push many residents to travel across the border to Mexicali, Mexico for health services and may also result in skewed data on local health problems.

Research has shown a link between poverty and poor health. Education, occupation, income, and assets—or socioeconomic status—are major determinants of health. And Coachella’s zip code has some of the lowest socioeconomic index scores across Riverside County, making it one in which to focus healthy living and recreational resources like urban trails.



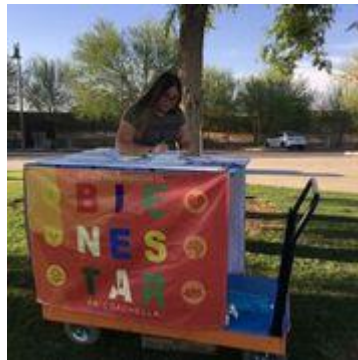
Inform  
Consult  
Involve  
Collaborate  
Empower

**COMMUNITY-LED  
PROCESS**

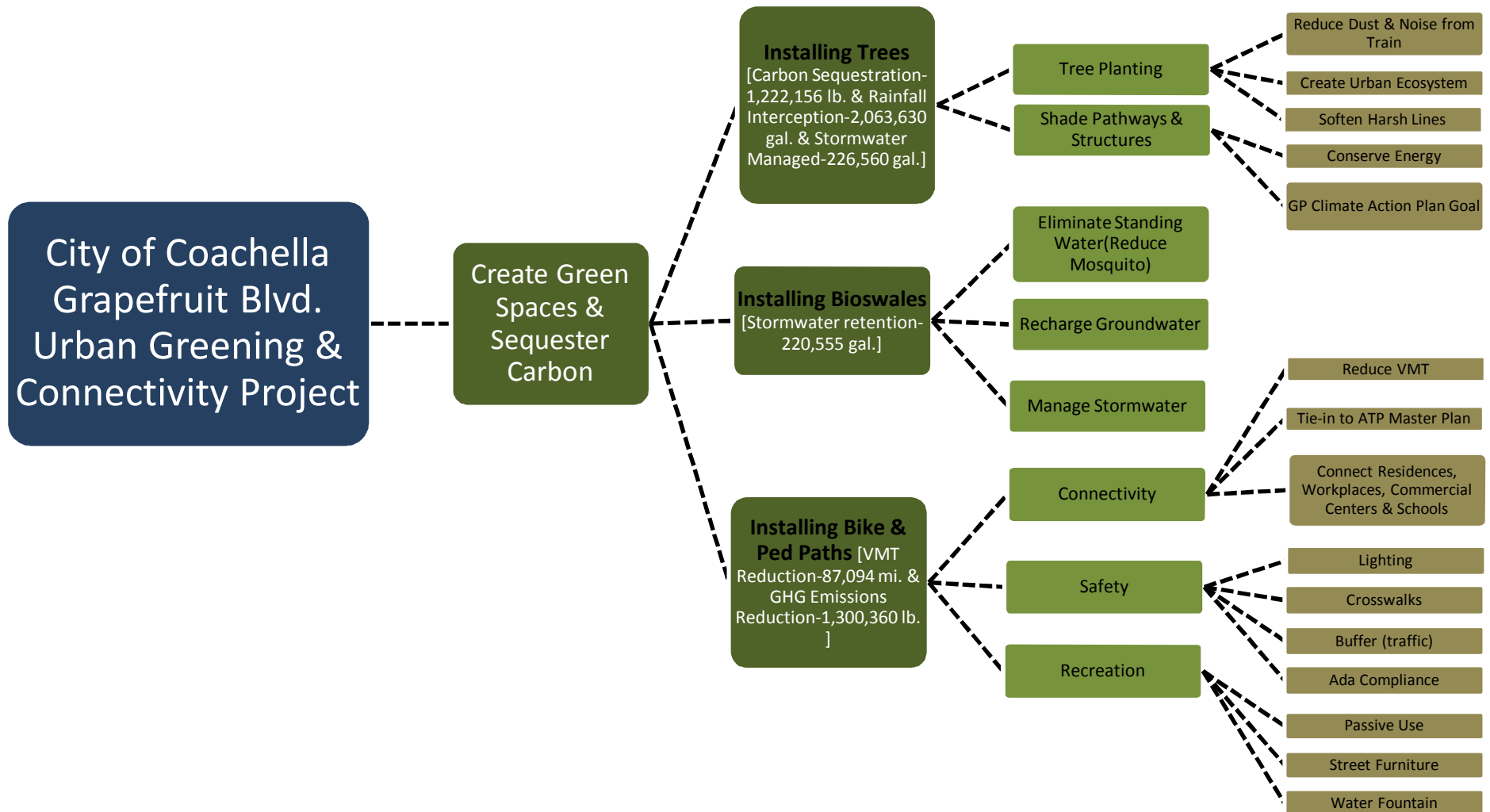
**PUBLIC  
OPINION  
MATTERS**



The City of Coachella recognizes that citizen participation, particularly by low income, minority, non-English speaking, and disabled persons, is a very important part of the participation and planning process. The City's public outreach efforts were and are designed to ensure all interested persons are able to access, understand, and comment upon what they perceive to be the needs of the community. Citizen participation will continue to be encouraged, throughout the process, by providing proper notice to residents of public comment opportunities, in a format accessible to all persons, and by posting information on its website and social media handles about the opportunities.

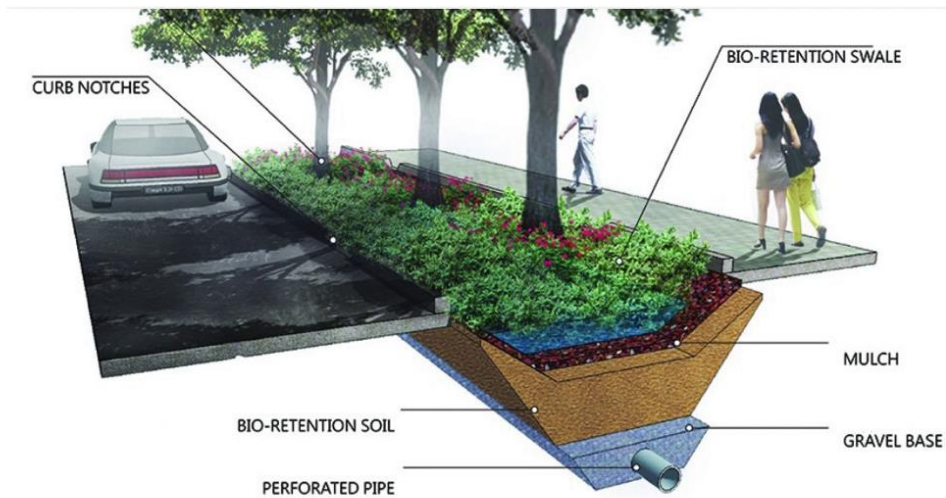


# PROJECT OVERVIEW



# PROJECT ELEMENTS

## Bioswales



## Wayfinding Signage



## Drinking Fountains

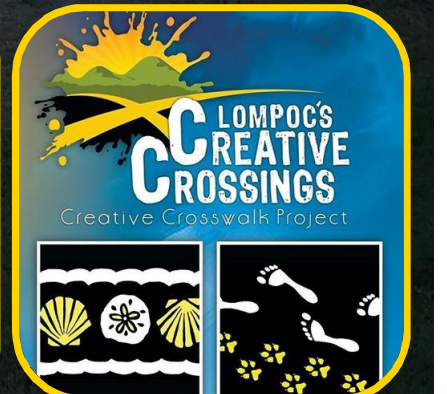


## Bicycle Racks





# PEDESTRIAN FACILITIES



# BICYCLE FACILITIES





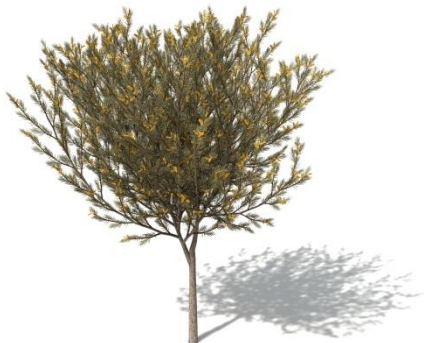
## Tree Palette



Texas Ebony  
*Ebenopsis ebano*



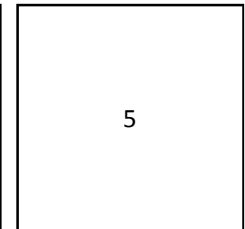
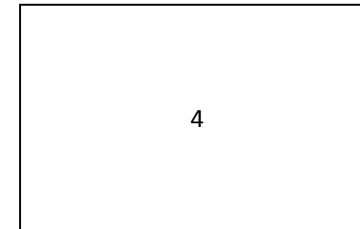
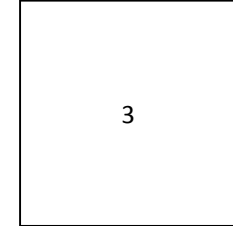
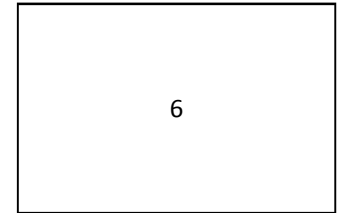
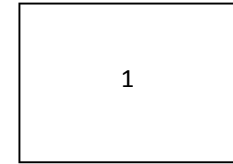
Desert-Willow  
*Chilopsis linearis*



Mulga  
*Acacia aneura*



## Plant Palette



- 1) Dasyliiron wheeleri ("Desert Spoon")
- 2) Dalea greggi ("Training Indigo Bush")
- 3) Leucophyllum frutescens ("Texas Ranger")
- 4) Encelia farinosa ("Brittlebush")
- 5) ¾-inch crushed gravel at all planter beds
- 6) 12" and 18" (planted) Boulders at focal points

## APPROPRIATE TREE & PLANT SELECTIONS



The tree and plant species selected that comprise the tree and plant palette for the City of Coachella's proposed Grapefruit Boulevard Urban Greening and Connectivity project are native to desert climates (which will attract other native wildlife), are suitable for the desert climate, are very drought tolerant, water use is low, are durable, resistant to wind, are appropriate for their grow space, do not interfere with overhead clearance, are pest and disease resistant, and do not have subsurface growth habits. Additionally, the fruit and seeds produced by the Texas Ebony tree are eaten by birds. The seeds of the Desert Willow tree are eaten by wildlife, and the flowers often attract hummingbirds and can serve as a nesting site for desert birds and ground cover for other animals. The Mulga tree attracts bees, seed-eating birds, butterflies and other insects.

## PROJECT COST ESTIMATE

Project Management	\$305,737
Site Preparation	\$218,806
Green Elements	\$801,901
Bicycle Facilities	\$104,960
Pedestrian Facilities	\$1,341,148
Site Amenities	\$182,600
Electrical	\$234,000
Construction Total	\$2,883,415
Project Contingency (10%)	\$318,915
<b>TOTAL COST</b>	<b>\$3,189,152</b>

## PROJECT TIMELINE

Grant Approval	October 2018
Executed Grant Agreement	May 2019
Design Procurement (RFP)	July 2019
Construction Bidding Process	April 2020
Construction	May 2020
Project Completion	November 2020