

**Coachella Water Authority  
And  
Coachella Sanitary District**



**REQUEST FOR PROPOSALS**

**FOR**

**LABORATORY SERVICES**

**Date of Issuance: Thursday, October 6, 2016**

**RESPONSES MUST BE RECEIVED NO LATER THAN**

**6:00 pm, Thursday, November 17, 2016**

**DELIVER OR MAIL TO:**

**CITY OF COACHELLA  
ATTN: BERLINDA BLACKBURN  
53-462 ENTERPRISE WAY  
COACHELLA, CA 92236**

**MONITORING OUTLINE**

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**CITY OF COACHELLA/UTILITIES DEPARTMENT  
REQUEST FOR PROPOSAL  
FOR LABORATORY SERVICES**

**I. GENERAL INFORMATION**

The City of Coachella Utilities Department (the "City") is soliciting proposals from qualified firms for the collection and analysis of water and wastewater samples. The City is seeking these services to comply with a number of monitoring and reporting programs required by the State Water Resource Control Board, National Pollutant Discharge Elimination System (NPDES) permits, the United States Environmental Protection Agency (U.S. EPA), and the California State Water Resources Control Board (SWRCB).

**Proposal Submittal Guidelines**

Contractor is required to submit three (3) hard copies, one electronic copy of the proposal in a sealed envelope at the address listed below:

**City of Coachella  
Utilities Department  
RFP/Laboratory Services  
53-462 Enterprise Way  
Coachella, CA 92236**

Proposals may be mailed or hand-carried to the Utilities Department, but must be received no later than **6:00 P.M., Thursday, November 17, 2016**. Proposals may be modified or withdrawn prior to the established date and time.

The City does not recognize the U.S. Postal Service or any other organization as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. The time clock in the Utilities Department prevails. No extensions will be granted.

**Evaluation Criteria**

The Selection Committee will evaluate the proposals based on the following factors:

**A. General Quality and Responsiveness of the Proposal**

1. Responsiveness to the terms, conditions, and items of performance.
2. Completeness and thoroughness of the proposal.
3. Grasp of the scope and services to be performed, and the technical approach to be used.

**B. Qualifications and Experience of Contractor and Personnel**

1. Evidence of good organizational and management practices.
2. Record of performance/Performance Evaluations
3. Qualifications and experience of key personnel.
4. Experience and past performance of Contractor.
5. Ability to perform contract requirements
6. Current Business License with the City of Coachella

**C. Fee Proposal**

Price is a factor, but is not considered the primary selection criteria.

**Time Schedule for Request for Proposal (RFP)**

Issue solicitation	October 6, 2016
Request for Information deadline	November 10, 2016
Proposal submittal deadline	November 17, 2016
Complete review of proposals by	December 1, 2016
Award contract by	December 14, 2016

**Inquiries**

Prior to November 10, 2016, any questions pertaining to this RFP should be directed to Berlinda Blackburn Environmental/Regulatory Programs Manager, via E-mail at [bblackburn@coachella.org](mailto:bblackburn@coachella.org). If it becomes evident that this RFP must be amended, a formal written amendment will be issued and posted to all known prospective Offerors.

**II. PROPOSAL REQUIREMENTS**

Proposals should respond to all requirements of the RFP to the maximum extent possible. Vendor is asked to clearly identify any limitations or exceptions to the requirements inherent in the proposal. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise.

The following proposal format is required and has been designed to facilitate comparison among the various proposing organizations. Among other things, it is very important that the proposal provides a concise description of the Contractor's background and capabilities in providing similar Services.

**A. Cover Letter** – Introduction. Include specific information regarding the following:

1. Identification of Offeror that will have contractual responsibility with the City. Identification should include legal name of company, corporate address, telephone, fax number, and years in business.
2. Name, title, address, email and telephone number of primary contact person who will be assigned to handle the City's requests and, if different, contact person during period of proposal evaluation.

**B. Qualifications and Experience** – All proposals must be from a State of California Certified laboratory, and must contain the following:

1. Certificate or proof of current accreditation from the State Water Resources Control Board or the Environmental Laboratory Accreditation Program (ELAP).
2. Evidence of current U.S. EPA approval for UCMR4 monitoring and reporting.
3. Number, type, and manufacturer of composite samples, flow meter equipment and gas detectors.
4. Current ELAP scores.

5. Specific cities/districts under contract and the scope of services being provided.
6. Client references (minimum of three within last three years).
7. Location of main corporate office and local area office(s), including business operating hours and work days.
8. Number of contracts terminated within the last five (5) years.
9. Resumes of key personnel proposed to work on the project.
10. A hard copy of typical organic and inorganic analysis reports with completed chain-of-custody forms.
11. Results and corrective actions for the two most recent Water Supply (WS) and Water Pollution (WP) Performance Evaluation studies.
12. A list of parameters for which the laboratory has current ELAP certification.
13. Parameters listed in Appendices A, B, and C which are routinely subcontracted for analysis or cannot be analyzed in-house.
14. A detailed list of detection levels and reporting levels for each analysis parameter to be done by the laboratory, as listed in Appendices A, B, and C.
15. A detailed QA/QC plan identifying quality checkpoints. Describe specific methods for developing accuracy consistent with Industry and City standards.

**C. Technical Approach**

Provide a detailed work plan and methodology your firm would follow in performing services under the Contract. Do not restate the City's Scope of Work but rather provide the approach your firm will take and any recommendations. If firm's approach is different than stated in the City's Scope of Work, explain how and why.

**D. Submittal of Proposals**

1. Submittals shall clearly indicate the Scope of Work and Program /Project Description for which the proposal is intended: qualifying proposals for laboratory services with regard to the drinking water, UCMR or wastewater programs alone or in combination will be accepted and evaluated.
2. Proposals must be submitted in a format that clearly addresses each of the requirements as set forth in this request for proposal.
3. Provide sample reports, protocol, procedures, or spreadsheets representative of those that will be provided to the City.

**E. Fee Schedule**

The proposal for all drinking water analyses shall include a fee schedule for the parameters as listed in Appendix A, including UCMR analyses, by single item, special group or by test method. The proposal shall also include a letter certifying any discounts that will apply through the end of the 2016/2017 fiscal year.

The proposal for all wastewater analyses shall include a current fee schedule for the parameters as listed in Appendixes B & C and for phenolic compounds, sulfides (total), temperature and TTO, by test method for the organic compounds, and by single item for the remaining parameters. The fee schedule shall also include costs for composite sampling, grab sampling, and sewer flow monitoring services, if applicable. The proposal shall also include a letter certifying any discounts that will apply through the end of the 2016/2017 fiscal year.

The proposal shall include costs for expedited (“rush”) samples for water and wastewater analyses, and shall be delineated by available response times (e.g., 1-day, 2-day, 3-day, 7-day) or as otherwise appropriate.

The cost of sample bottles, travel blanks, sample preservation, blue-ice, all and unlimited courier costs, etc. shall be considered as part of the cost of analysis, and the contract laboratory shall absorb all such costs. The proposal shall also include costs for unlimited weekend services and any other non-routine workday costs.

### **III. CONTRACT TERMS**

#### **Agreement for Professional Services**

No agreement shall be binding upon the City until an Agreement for Professional Services (a sample of which is included in Appendix D) which includes both of the following (i) the standard terms and conditions (“Standard Terms”) in substantially the form set forth in the attached Exhibit A and (ii) and Scope of Work in substantially the form set forth in the attached Exhibit B is completely executed by the Contractor, Utilities General Manager, and approved by the City Attorney, if required. Any requested revisions to the Letter of Agreement should be included in the proposal.

Failure to execute and return the contract agreement and evidence of acceptable insurance in a timely manner may be just cause to the City to rescind the contract offer.

#### **Permits and Local Licenses**

The Contractor shall obtain and pay for all licenses and certifications necessitated by their operations. Prior to starting any work, the Contractor is required to have a City of Coachella Business License and maintain such for the term of the Agreement.

### **IV. STANDARD PROPOSAL TERMS AND CONDITIONS**

#### **A. Selection of Contract Laboratory(s)**

1. This request for proposal is not being formally advertised but will be negotiated under the appropriate authority of the City of Coachella. This request does not commit the City to the award of a contract nor purchase order or to pay for any cost incurred by a firm offering laboratory services, in the preparation of the proposal or other related costs.
2. The City reserves the right to award this service agreement to one laboratory, or each program to different laboratories, or parts of each total program to different laboratories, as the case may be, if the City determines that no one laboratory will be able to provide the level of service that the City expects.
3. Although the proposals will include estimated costs for services rendered, final arrangements for the payment and/or compensation of services, be it on a single item or special group or discounted basis, will be negotiated after a choice of laboratories is made.
4. Award of this service agreement to the contract laboratory(s) shall be for two (2) years, starting December 14, 2016, with the City's option to renew annually for no more than three (3) one year periods. The fees for each additional year will be based

on the current fee schedule at the time of renewal minus any discount established during the first year. Fees may be increased by Consumer Price Index (CPI) annually upon written request by contractor.

**B. Award of Contract**

The City Council will award the contract to the laboratory(s) determined most able to meet the City's expectations during the scheduled Council meeting of December 14, 2016. Evidence of current insurance coverage, as per the City's model Professional Services Agreement, must be provided prior to award of the contract. (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.) Please have your legal counsel review the attached agreement form and submit any comments.

**C. Right to Reject Proposals**

1. The City retains the right to reject any and all proposals, to waive any specifications (both City's and written proposed specifications from proposing parties) and any informality or irregularity and to sit and act as sole judge of the merit and qualifications of each product/service offered. Proposing party's past performance and the City's assurance that each proposing party would provide the requirements of the scope of work/specifications as proposed will be taken into consideration when proposals are being evaluated. The City reserves the right to reject any proposals that have the potential for conflict of interest.
2. Proposing parties agree to honor said proposal for a period of ninety (90) days from proposal closing date. Acceptance of the proposing party's proposal by the City, during the period that the proposals shall remain valid, shall bind the proposing party to perform the Services in compliance with the terms set forth herein for the period stated in the proposal.
3. Failure to provide all information required in this RFP may result in your proposal being rejected as incomplete and non-responsive. All prices, terms, availability and any other conditions must be complete and in written form.
4. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. At this time there is no commitment on the part of the City to award a contract for Services. The City will retain all proposals submitted in response to this request.

**D. Proposal Evaluation**

1. All proposals received shall be evaluated with the emphasis placed on the proposing party's ability to meet the City's requirements, the responsiveness of the proposals, and the evaluation criteria outlined in the RFP. Other factors such as ability to meet deadlines, quality of work performed in the past, and general competence of the proposing party shall be scrutinized very carefully. Cost will be evaluated in relation to the other qualified proposing parties and the City's previous experience. A facility tour may be required to further determine the qualifications of the proposing parties. The City need not select the lowest cost proposal, but may choose according to what is in the best interest of the City. Award shall be made to the most responsible proposing party whose proposal is determined to be the most advantageous to the City.
2. It should be noted that this is a competitive sealed proposal and not a competitive sealed bid. When proposals are opened, prices and other proposal information will

not be made public until the proposal is awarded. There shall be no disclosure of any proposing party's information to competing proposing parties prior to the awarding of the Contract. At that time, the executed contract will become public information. Accordingly, each proposal should be submitted on the Contractor's most favorable terms from a price and technical standpoint.

**E. Default**

1. If the proposing party to whom the award is made fails to enter into a contract as herein provided, the award will be annulled and an award may be made to the next responsible proposing party, and such proposing party shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. The notice inviting proposals, special provisions and specifications shall be considered as incorporated in the Contract.
2. Upon award of contract, the following default clause shall apply: in case of default by the proposing party, the City may procure the item(s) proposed from other sources and may deduct from any monies due, or that may after become due to the Contractor, the difference between the price named in the proposal and/or purchase order and actual cost thereof to the City. Price paid by the City shall be considered the prevailing market price at the time such purchase is made.

**F. Sales Tax**

The City pays State of California sales tax. The City is exempt from federal excise tax and shall furnish such tax exemption certificates as may be required.

**G. Work Performance**

1. All work shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered as employees of the Contractor. The Contractor will be held responsible for their work. The City will deal directly with and make all payments to the prime contractor.
2. The subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of responsibilities under the Contract.
3. Response time may be extended if the facts as to the cause of delay justify such extension in the opinion of the City Representative.

**H. Indemnify and Hold Harmless**

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City and all of its officers, employees, agents and representatives from and against any and all claims, demands, damages, actions, expenses, suits, accidents, injuries, liability or proceedings, of any character whatever, including, without limitation, attorneys' fees, brought for or on account of, or resulting from or arising out of or in connection with, any act, error, negligence, wrongful conduct or for which there may be strict liability under the law, by Contractor or any of Contractor's officers, agents, employees or representatives, in connection with or in the performance of this contract.

**I. Insurance**

1. With respect to performance of work under this agreement, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described in the Agreement for Professional Services.
2. Contractor shall furnish properly executed certificates of insurance to City fourteen (14) days prior to commencement of work under this agreement. Such certificates shall:
  - a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming City as an insured;
  - b. Indicate whether coverage provided is on a claims made or occurrence basis; and
  - c. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to City.
    - i. Such insurance shall be maintained from the time work first commences until completion of the work under this agreement if an occurrence policy form is used. If a claims-made policy is used, coverage shall be maintained during the contract term and for a period extending five (5) years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates five (5) years beyond the contract term, when Contractor has a claims-made form(s).
    - ii. If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium cost advanced by City for such insurance.
    - iii. Contracts with Contractors who are required to be professionally certified by the state (such as physicians, design engineers, attorneys) shall be required to provide professional liability insurance in the amount of one million dollars(\$1,000,000), five hundred thousand (\$500,000) per occurrence and one million dollars (\$1,000,000) aggregate.

**J. Licenses**

A City Business License is required by the Contractor and the Contractor's personnel shall furnish to the City a copy of their appropriate classed valid California Drivers License.

**K. Signing Agreements**

The City does not sign rental, lease or other agreements that may be requested by the successful proposing party. The City agreement for professional services is the contract document incorporating the specifications and terms and conditions of this RFP.

**V. SCOPE OF WORK FOR LABORATORY SERVICES**

**A. Background:**

The City of Coachella is a growing community of more than 40,700 persons. City officials and staff take great pride in protecting the environment and providing quality drinking water and wastewater treatment services for residents and businesses of Coachella. The City of Coachella's existing water and wastewater systems cover an area of approximately 32 square miles.

The City is required to regularly collect a variety of samples for analysis. This includes monitoring for drinking water, wastewater, and wastewater flow monitoring. Sample analysis occurs on a regular and ongoing basis to meet federal, state, and local requirements. Sample collection and flow monitoring are often required in the distribution system, water sources, sewer system, and new facility construction sites.

**B. Services to be Provided by the Laboratory**

The duties and responsibilities of the contract laboratory(s) selected for this project shall include the following:

1. Provide and supply the City with the proper sample containers and preservatives corresponding to the analyte being tested. This shall include blue-ice for the drinking water program sample preservation and ice chests of various sizes, as needed.
2. Acknowledge receipt of samples by correctly completing the chain-of-custody form for each set of samples and returning a copy of the completed chain-of-custody with the corresponding analysis reports.
3. Provide courier services for the pick-up and delivery of samples to the laboratory facility as identified within this document and provide a specific cost for additional samples as requested by City of Coachella's Water Authority and Sanitary District staff. A designated location for sample pick-up shall be determined between the vendor and the City. A samples shall be picked up and delivered anytime (twenty four (24) hours a day seven (7) days a week, including weekends and holidays). Additionally for the drinking water program, bacteriological samples shall be retrieved on the first City work day of every week, unless otherwise notified.
4. Conduct 24-hour composite and grab wastewater sample collection and flow monitoring at various locations, in accordance with 40 CFR, the City Sewer Ordinance, and Industrial User Wastewater Discharge Permit requirements.
5. Perform analyses for wastewater samples in accordance with 40 CFR Part 136 for the wastewater programs, and perform analyses for water samples in accordance with Title 22 for the drinking water program.
6. Perform analyses for water samples in accordance with the EPA Unregulated Contaminant Monitoring Rule and submit the analysis data in the required format for the UCMR Program. The laboratory must be EPA approved for UCMR reporting.

7. Prepare analysis reports to include the following information:
  - i. Sample identification and sample type
  - ii. Sample preservation and container type
  - iii. Analysis methodology used
  - iv. Analysis results and corresponding method detection limits or practical quantification limits
  - v. Name of individual(s) collecting or submitting the sample
  - vi. Date and time of sample collection
  - vii. Laboratory performing the analysis for each parameter
8. Submit the analysis reports, including chain-of-custody forms to the City together with the corresponding invoices for services rendered or cost of analysis.
9. Provide reports in electronic format as described by the City in a method described by the City including email or using other electronic file storage devices.
10. Provide a four-week analysis and report turn-around for organics and radioactivity, and a two-week analysis and report turn-around for all other analyses.

**C. Program/Project Descriptions**

Three (3) distinct monitoring programs, for which varying levels of sample collection and analysis are required, are as follows:

**1. Coachella Water Authority Drinking Water Monitoring Program**

The U.S. EPA and SWRCB require the City to monitor the quality of water at each water source and at selected locations throughout the distribution system, in accordance with Title 22 and the Clean Water Act, including the Unregulated Contaminant Monitoring Rule. Analysis data must be reported in the required format, in accordance with the EPA Information Collection Rule. Additional details regarding the Drinking Water Monitoring Program are provided in Appendix A.

**2. Coachella Sanitary District Monitoring and Reporting Program**

The Code of Federal Regulations section 122.48 requires that all NPDES permits specify monitoring and reporting requirements. Water Code sections 13267 and 13383 also authorize the Regional Water Quality Control Board (Regional Water Board) to require technical and monitoring reports. As required by the National Pollutant Discharge Elimination System (NPDES) Permit No. CA0104493, the Coachella Sanitary District Water Reclamation Facility is required to report analysis results for monthly, quarterly and semiannual parameters to calculate compliance with required quality standards. Additional details regarding the Coachella Sanitary District Monitoring and Reporting Program are provided in Appendix B.

**3. Industrial Wastewater Pretreatment Monitoring Program**

The U.S. EPA, the State Water Resources Control Board (SWRCB) and the Regional Water Quality Control Board, Colorado River Basin Region require the City, which owns a Publicly Owned Treatment Works (POTW), to implement the provisions of 40 CFR 403.8(f)(2)(v) for the random sampling and analysis of effluent from nondomestic (commercial and industrial) sewer users and to identify occasional and continuing

noncompliance with pretreatment standards. The City therefore has adopted a monitoring plan that includes periodic monitoring of the sewer discharges from its permitted nondomestic dischargers. The City monitoring program includes Significant Industrial Users (SIUs) and non-SIUs. SIUs require flow monitoring in conjunction with sample collection and analysis. Additional details regarding the Industrial Wastewater Pretreatment Monitoring Program are provided in Appendix C.

**D. Contractor Contact and Performance Time**

1. The Contractor shall designate a primary point of contact for this contract that will be available twenty four (24) hours a day and seven (7) days a week for emergency services as defined by the City of Coachella. In the event the primary contact is not available, the Contractor shall designate no less than two (2) alternate contacts.
2. The Contractor must have sufficient labor and equipment dedicated to this project in order to perform the work within the timeframes described herein.

**E. Reference Standards**

1. Standard Methods for the Examination of Water and Wastewater 20<sup>th</sup> Edition shall be utilized for analysis unless specified otherwise.
2. American Water Works Association (AWWA) Standards shall apply to all materials used for water distribution, when not otherwise covered by the City Standard Drawings and Equivalent Materials List.
3. Traffic Control Plans and equipment shall be per the "California Manual on Uniform Traffic Control Devices" (MUTCD).
4. Work within Caltrans' Right of Way shall be performed per Caltrans Standard Specifications and Drawings, where applicable, or under a project-specific encroachment permit if such permit is issued and in force.

**F. Assignment of Work**

The Contractor may not assign any part of the work to another entity without the written permission of the City.

**G. Equipment and Materials**

1. The Contractor is required to supply all labor, materials, tools, power, equipment, insurance, bonds, and supervision to complete the work.
2. The Contractor is solely responsible for protecting equipment and materials while engaged in any task under this contract. The City shall not be responsible for any damage or theft of equipment and materials.
3. Contractor shall be responsible for the storage of all necessary construction equipment, tools, and materials. City property or facilities including but not limited to streets, roads, and highways may not be used except for direct performance of the work or upon written approval from the City Project Manager.

**H. Job Site Safety**

1. The Contractor is fully responsible for all job site safety to complete the work in full compliance with all applicable safety regulations such as, but not limited to the California Occupational Safety and Health Agency (Cal/OSHA).
2. The public shall, at all times, be kept safe from the work using all reasonable measures per applicable standards and specifications and at the discretion of the City Project Manager.

**I. Quality Assurance/Quality Control**

A detailed QA/QC plan identifying quality checkpoints throughout the program lifecycle shall be presented in the proposal. The Contractor will describe specific methods for developing accuracy consistent with City Standards and accurate attribute data.

**Appendix A – Drinking Water Monitoring Program**

**Drinking Water Monitoring Program**

The City collects drinking water samples at 6 well sites, 16 distribution monitoring sites, (1) Stage 1 DBPR monitoring site, (1) Initial Distribution System Evaluation (IDSE) monitoring site, and (3) reservoirs. Additionally, UCMR monitoring will be conducted at (1) monitoring site, and lead and copper monitoring will be conducted at 30 homes. Details regarding drinking water monitoring are provided in **Table 1**.

**Table 1 – Drinking Water Monitoring Type/Location/Frequency**

<b>Monitoring Type</b>	<b>Monitoring Location</b>	<b>Monitoring Frequency</b>
Well Monitoring (bacti)	6 wells	Monthly
General mineral, general physical, perchlorate)	6 wells	Every 3 years (2016, 2019)
VOCs, Inorganics	6 wells	Every 3 years (2016, 2019)
SOCs	6 wells	Every 3 years (2016, 2019)
Radiological	6 wells	Quarterly every 4 years <b>(2018)</b>
Nitrate	6 wells	Annually
Nitrite	6 wells	Every 3 Years (2016, 2019)
Pesticide/herbicide	6 Wells	Every 3 Years (2016, 2019)
Hexavalent Chromium	6 Supply, Treated, Blend	<b>Weekly upon completion of treatment systems</b>
HPC	6 Treated	<b>Monthly at treatment systems</b>
Bacteriological (P/A)	6 Treated	<b>Monthly at treatment systems</b>
Bacteriological (P/A and HPC)	16 monitoring sites (10 to 12 per week)	Weekly
Color, odor, turbidity	6 monitoring site	Monthly
Stage I - HAA5s	1 monitoring site	Quarterly
Stage I - Trihalomethanes	1 monitoring site	Quarterly
IDSE - Trihalomethanes, HAA5s	1 monitoring site	Quarterly
Lead and copper	30 homes	Every 3 Years (2017, 2020)
UCMR4	2 sites	TBD

**Appendix B - Coachella Sanitary District Monitoring Program**

**Coachella Sanitary District (CSD) Water Reclamation Facility Monitoring Program**

The Coachella Sanitary District is required to collect samples at several monitoring points at the Water Reclamation Facility. Quarterly samples shall be collected in March, June, September, and December. Semi-annual samples shall be collected in the months of June and December. Grab samples shall be collected at peak flow. All metals analyses are to be performed using total metals methodology. Details pertaining to Water Reclamation Facility Monitoring are provided in **Table 2**.

**Table 2 – CSD Water Reclamation Facility Monitoring Type/Location/Frequency**

Location	UNITS	Constituent	Sampling Frequency	Sample Type
<b>Influent Monitoring</b>	mg/L	20 °C BOD <sub>5</sub> mg/L	Weekly	24-hr. Composite
	mg/L	Suspended Solids mg/L 2	Weekly	24-hr. composite (Currently in-house)
<b>Effluent Monitoring</b>				
	MGD	Daily Effluent Discharge	Daily	Flow Meter Reading (in-house)
	mg/L	Settleable Matter	Twice-Weekly	24- hour
	Mg/L	Suspended Solids	Twice-Weekly	24-hr. composite
	mg/L	20 °C BOD <sub>5</sub>	Weekly	24-hr. composite
	Units	pH	Daily	Grab (Currently in-house)
<b>Total Combined Flow Before Discharge</b>				
	MPN/100 ml	Fecal Coliform/E.Coli	Twice-Weekly 5x/month	Grab
	mg/L	Chlorine Residual	Daily	Continuous ( in-house)
	°F	Temperature	Daily	Grab (in-house)
	mg/L	Nitrate as Nitrogen (N)	1x/ Month	Grab
	mg/L	Nitrites as N	1x/ Month	Grab
	mg/L	Ammonia Nitrogen as N	1x/ Month	Grab
	mg/L	Total Nitrogen as N	1x/ Month	Grab
	mg/L	Total Phosphate as Phosphorus (P)	1x/ Month	Grab
	mg/L	Ortho-Phosphate as P	1x/Month	Grab
	mg/L	Total Dissolved Solids	1x/Month	24-hr composite
	% survival	Acute Bioassay	2x/Year	24-hr composite
	tu <sub>c</sub>	Chronic Bioassay	2x/Year	24-hr composite
	mg/L	Sulfates	Quarterly	Grab

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**Appendix B**

Location	UNITS	Constituent	Sampling Frequency	Sample Type
	mg/L	Chloride	Quarterly	Grab
	mg/L	Hardness	Quarterly	Grab
	mg/L	Oil & Grease	1x/Month	Grab
	ug/L	Volatile Organic Compounds EPA Methods 624 & 625	Annually	Grab
<b>Receiving Water Monitoring</b>				
R-1* & R-2 Stations				
	pH	Standard Units	1x/Month	Grab
	°F	Temperature	1x/Month	Grab
	mg/L	Dissolved Oxygen	1x/Month	Grab
	Mg/L	Hardness	1x/Month	Grab
	Mg/L	Total Dissolved Solids	1x/Month	Grab
	mg/L	Nitrates as N	1x/Month	Grab
	mg/L	Ammonia Nitrogen as N	1x/Month	Grab
	Mg/L	Total Nitrogen as N	1x/Month	Grab
	Mg/L	Total Phosphate as P	1x/Month	
	Ug/L	Priority Pollutants (Inorganic Portion)	1x/Year	See Section I.F of the MRP
	Ug/L	Priority Pollutants (Remaining Portion)	1x/Year	See Section I.F of the MRP

\*In the event that no effluent is present at station R1, no receiving water monitoring data is required for station R1.

**Notes:**

- 1 mg/L – milligrams-per-Liter
- 2 MGD – Million Gallons-Per-Day
- 3 Reported monthly with monthly average daily flow
- 4 ml/L – milliliters-per-Liter
- 5 Daily (excluding holidays and weekends)
- 6 MPN – Most Probable Number
- 7 The discharger may monitor for dechlorinating agent residual and report residual chlorine as nondetectable if the dechlorinating agent is present.
- 8 µg/L – micrograms-per-Liter
- 9 Acute bioassay shall be calculated from chronic bioassay test.
- 10 Toxic Units (as described in the Chronic Toxicity Testing Section)

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For Laboratory Services**

**Appendix B**

<b>Sludge Monitoring 001</b>	<b>Constituent</b>	<b>Units</b>	<b>Sampling Frequency</b>	<b>Sample Type<sup>1</sup></b>
	Arsenic	mg/kg		Composite
	Cadmium	mg/kg		Composite
	Copper	mg/kg		Composite
	Lead	mg/kg		Composite
	Mercury	mg/kg		Composite
	Molybdenum	mg/kg		Composite
	Nickel	mg/kg		Composite
	Selenium	mg/kg		Composite
	Zinc	mg/kg		Composite
	Kjeldahl Nitrogen (TKN), Total (as N)	mg/kg		Composite
	Ammonia (as N)	mg/kg		Composite
	Nitrate (as N)	mg/kg		Composite
	Phosphorus, Total	mg/kg		Composite
	Potassium, Total			
	Total Solids	mg/kg		Composite
	Fecal Coliform	MPN/gram		Composite
	Total Petroleum Hydrocarbons	µg/L		Composite
	Bis(2-ethylhexyl)Phthalate	mg/kg		Grab

**Appendix C – Industrial Wastewater Pretreatment/Source Control Monitoring**

**Industrial Wastewater Pretreatment/Source Control Monitoring Program**

The City permits and monitors industrial and commercial businesses located within the City of Coachella that generate wastewater. The frequency of sample collection, how the sample is collected, and the constituents that samples are analyzed for are based on the classification of the industrial user\*. In addition, to determine compliance, the City conducts discreet downstream sampling at industries classified as zero-dischargers. Details regarding Pretreatment and Source Control Monitoring are provided in **Table 3**.

**Table 3 – Pretreatment and Source Control Monitoring Constituents/Sample Types**

<b>Constituent</b>	<b>Frequency*</b>	<b>Sample Type</b>
Arsenic	varies	Composite
Barium	<b>varies</b>	Composite
Boron	<b>varies</b>	Composite
COD	<b>varies</b>	Composite
Cadmium	<b>varies</b>	Composite
Chloride	<b>varies</b>	Composite
Chromium	<b>varies</b>	Composite
Cobalt	<b>varies</b>	Composite
Copper	<b>varies</b>	Composite
Cyanide	<b>varies</b>	Grab
<b>Flow</b>	<b>Varies</b>	<b>As required</b>
Fluoride	<b>varies</b>	Composite
Hardness (total)	<b>varies</b>	Composite
Lead	<b>varies</b>	Composite
Manganese	<b>varies</b>	Composite
MBAS	<b>varies</b>	Composite
Mercury	<b>varies</b>	Composite
Nickel	<b>varies</b>	Composite
Oil & Grease	<b>varies</b>	Grab
pH	<b>varies</b>	Grab
Phenolic Compounds	<b>varies</b>	Composite
Selenium	<b>varies</b>	Composite
Silver	<b>varies</b>	Composite
Sodium	<b>varies</b>	Composite
Sulfate	<b>varies</b>	Composite
Sulfides (Total)	<b>varies</b>	Grab
TDS	<b>varies</b>	Composite
Temperature	<b>varies</b>	Grab
TTO	<b>varies</b>	Grab
Zinc	<b>varies</b>	Composite

\*The frequency of sample collection, how the sample is collected, and the constituents that samples are analyzed for are based on the classification of the industrial user.

**Appendix D – Professional Services Agreement**

**\*\*\*MODEL - REMOVE THIS TITLE WHEN USED\*\*\***  
**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 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" 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*: 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 - 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'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 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 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's 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 "IF" OR "SINCE" AS APPLICABLE\*\*\*** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **\*\*\*INSERT "IF" OR "SINCE" AS APPLICABLE\*\*\*** the total compensation is \$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\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

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

*Attest:*

*Attest:*

\_\_\_\_\_  
City Clerk

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

EXHIBIT A

**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

**[INSERT SCHEDULE]**

**EXHIBIT “C”**

**COMPENSATION**

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