



## **City of Coachella**

### **Request for Proposals**



### **Pueblo Viejo Implementation Strategy Plan**

#### **January 3, 2017**

**Contact Person:**

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**Appendix A: Sample Professional Services Agreement**

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## Proposal Certification Form

### City of Coachella Pueblo Viejo Implementation Strategy Plan.

**Note: Please ensure that all required signature blocks are completed. Failure to sign this form will render your proposal invalid.**

Issue Date:	January 3, 2017
Issuing Agent:	City of Coachella 1515 Sixth Street Coachella, CA 92236
Proposal Due Date:	February 20, 2017 at 6:00 p.m.
Proposal Directed To:	Luis Lopez, Development Services Director E-mail: L Lopez@coachella.org
Number of Proposal Copies:	Two (2) hard copies with attachments, plus One (1) digital copy on disk or by e-mail.

In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. By signature hereto, the proponent certifies that all representations and certifications contained in its proposal are complete and accurate as required.

Name of Firm:	
Address of Firm:	
Contact Name:	
Signature:	
Title:	
Date:	
Phone Number:	
Fax Number:	
E-Mail Address:	

## **1. INTRODUCTION**

The City of Coachella is currently soliciting proposals from qualified planning and urban design consultants to prepare the Pueblo Viejo Implementation Strategy Plan (“Strategy Plan”) that will help City leaders and City staff with the next phase of implementation of the City’s “General Plan” and “Pueblo Viejo Revitalization Plan”. The Strategy Plan will consist of a series of documents including Design Guidelines, Downtown Parking Study, Draft Municipal Code Amendment Ordinances, and supporting graphic material. The City will use these documents to implement adopted policies for the City’s vision for Coachella’s downtown central business district.

## **2. BACKGROUND**

In 2008, the City of Coachella and Sunline Transit Agency were awarded a planning grant through the Southern California Association of Governments (SCAG) Compass Grant program to prepare the Pueblo Viejo Revitalization Plan (“Revitalization Plan”). The City was awarded the grant in part because SCAG determined that the downtown area of Coachella fits the model as a “strategic growth area” of the Southern California region. These identified areas have capacity for urban growth and intensification through mixed land-use development and with access to public transit, resulting in improved jobs/housing balance and reduced vehicle trips (when compared to traditional suburban development patterns), promoting the long-range goals of SB 375 (Steinberg) legislation. On February 24, 2010, the City Council adopted the Revitalization Plan as a policy document to guide decision-making and the imposition of conditions of approval on new projects.

Additionally, on April 22, 2015 the City Council adopted the Coachella General Plan Update 2035 and related environmental documents. The General Plan land use and community character element envisions an Urban Center with high intensity mixed uses and a strong pedestrian orientation for all commercial streets. Similarly, the General Plan envisions the phasing out of nonconforming land uses including auto-related and light industrial uses which were historically part of the Highway Commercial uses along Hwy 111/ Hwy 86 corridors.

## **3. GENERAL REQUIREMENTS**

The City seeks a Consultant who can assist the City in preparing the required analysis and studies necessary to adopt the Strategy Plan documents in a timely manner.

In addition to any specific technical input listed in the scope of work below, the successful consultant will be expected to:

- Act as Manager of their team to ensure timely completion of the work.
- Analyze internal inconsistencies with the City’s Municipal Code for the CG (General Commercial) zone to carve out an overlay district that will codify the General Plan and

Revitalization Plan policies for the downtown sector.

- Early coordination of draft documents with City staff and the Economic Development Sub-Committee
- Recommend policies, design alternatives, creative parking solutions, and prepare draft ordinances.
- Prepare required public notices and draft resolutions/ordinance required for City Council public hearings related to the adoption of the new DIF fees.
- Attend meetings with City staff, public hearings, and City Council to present and explain the findings.
- Create new design guidelines with user-friendly text and graphic material, and a draft Municipal Code ordinance amendment for consideration by the Planning Commission and City Council.

#### **4. Scope of Work**

The City has identified the following tasks for this project. These tasks are suggestive and intended as a general guideline. The consultant is encouraged to recommend alternative tasks, scopes, and services that may be appropriate. The City plans to bring the Strategy Plan for final City Council adoption in June 2017.

##### **Task 1: Meetings / Research / Schedule**

**February - March 2016**

Task 1.1 The consultant will convene a Kick-off meeting with City staff to go over expected project deliverables and preliminary timetables. This shall include attendance at one regular meeting of the Economic Development Subcommittee meeting to introduce the Consultant to the Subcommittee and get policy direction prior to initiation of the Task 2 assignments.

Task 1.2 The consultant will deliver a draft schedule, in MS Project, for staff review showing the entirety of the Strategy Plan project including all tasks and deliverables.

Task 1.3 The consultant will review and consider the pertinent background sections of the City's source documents and other information to be supplied by the City staff (See Appendix B for City documents list).

Task 1.4 The consultant will convene a minimum of two meetings with City staff to determine the project's overall direction, project deliverables, and schedule of final Planning Commission and City Council meeting dates for the Consultant to attend. The meetings shall occur when draft versions of the design guidelines and the draft Ordinance are to be presented to the City.

Task 1.4 The Consultant will work with the City's Development Services Director and participate in monthly conference calls and/or meetings as needed with City staff to report on progress and/or problems, and identify potential solutions and courses of action. Two days before these meetings and/or calls, the Consultant will provide an agenda of items to be discussed. Following each meeting/call, the Consultant will provide a summary of the discussion highlights and actions to be taken by the Consultant and City staff. The Consultant will provide the summary to the City staff team to ensure all are in agreement and understand

tasks to be completed to avoid unnecessary delays in the project schedule.

**Task 2: Data Collection**

**March - April 2016**

Working closely with City staff, the Consultant will collect all data required to fully support the project, including an exchange of information with staff on best practices and practical examples of “main street” design guidelines adapted for a desert-climate community. The guidelines shall encourage pedestrian retail/entertainment uses with a master-planned shared parking plan or on-street programmatic parking study to supply the overall parking needs for the downtown merchants. The Consultant shall make recommendations for updating the City’s standard engineering drawings for sidewalks, parkway designs, and street tree designs in the downtown area of the City. This shall include recommendations for restrictions of driveway access along 6<sup>th</sup> Street, allowances for sidewalk café designs, and allowances for conversion of existing residential bungalows along 4<sup>th</sup> Street and 7<sup>th</sup> Street into commercial office/personal service uses.

**Task 3: Prepare Administrative Draft - Design Guidelines**

**April 2016**

The Consultant will prepare and provide an administrative draft version of Pueblo Viejo Design Guidelines for staff and Economic Development Subcommittee review. This shall include maps showing a preliminary land use plan, as well as text and graphic materials that constitute a re-write of the design guidelines contained in the Revitalization Plan. These shall consider currently approved projects, in addition to upcoming and pending projects in the downtown.

**Task 4. Prepare Final Guidelines and Draft Ordinance**

**May 2016**

Based on Tasks 1 through 3, the Consultant will prepare a draft ordinance amending Title 17 (Zoning) of the Coachella Municipal Code to create a new zoning district designation for the Pueblo Viejo 6th Street and adjoining corridor to be analyzed which would create the form and character envisioned in the General Plan and Revitalization Plan, and adopted the final Design Guidelines by reference, creating opportunities for mixed-use and transit-oriented development, relaxing the off-street parking requirements, and implementing other policies identified in the City’s documents and by staff/Subcommittee direction.

**Task 5. Stakeholder Input - Public Hearings**

**June 2016**

It is anticipated that the Strategy Plan will formalize the City’s General Plan and Revitalization plan which received extensive public participation. As such, the consultant will not be required to conduct any further public outreach or public workshops as a part of this project. However, prior to the City Council public hearing, the draft documents must be first submitted to the Economic Development Subcommittee and the Planning Commission for their input and review.

The Consultant will present the Final Design Guidelines and Draft Ordinance for review by the Planning Commission and City Council, and make revisions, if any, requested by the Commission and Council. The Consultant will assist staff and participate in the presentation to Council if any additional follow-up Council meetings are needed to complete the City Council’s adoption of Ordinance and Design Guidelines.

## **5. CRITERIAL FOR EVALUATION OF PROPOSALS**

Proposals will be evaluated and based on the Consultant’s qualifications, team, scope, schedule of charges, and the ability to keep the project on schedule.

The Consultant with the best and most qualified proposal, including documented cost-effectiveness will be selected. The evaluation will be determined by an internal City committee, which will consist of city staff and elected officials, including the Economic Development Subcommittee. The proposal that is selected by the internal committee will be recommended to the Coachella City Council for final consideration.

The selected Consultant shall be required to enter into a written Agreement with the City in a form approved by the City Attorney. An example of the approved form “Sample Professional Services Agreement” is attached to this RFP (appendix A).

Any executed Agreement for services or agreement by and between the City and the Consultant requires formal City Council approval. To authorize, the Mayor or designee must sign the Agreement. This RFP and the selected Consultant proposal, or any part thereof, may be incorporated into and made part of the final Agreement.

## **6. SPECIFICATIONS AND/OR REQUIREMENTS**

### **6.1 Business License**

The successful Consultant, and any Sub-Consultant, shall obtain a valid current City Business License on or before their commencement of the work on the project.

### **6.2 Insurance Requirements**

Prior to beginning work, the Consultant shall obtain and furnish certificates to the City as set forth in the “Professional Services Agreement”

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**Appendix A: Sample Professional Services Agreement**



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**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ 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 \_\_\_\_\_, a \_\_\_\_\_, [PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] with its principal place of business at \_\_\_\_\_ (“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 Development Impact Fee Study / AB 1600 Report 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 Development Impact Fee Update and Nexus Study 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 Development Impact Fee Nexus Study, Fee Update, and AB 1600 Report 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 June 1, 2016 to June 1, 2017, unless terminated as provided herein. Consultant shall complete the Services within the

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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: \_\_\_\_\_.

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3.2.5 City's Representative. The City hereby designates Luis Lopez 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 \_\_\_\_\_, 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. 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.

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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*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used 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*: \$1,000,000.00 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. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years

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following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000.00 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.

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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 \_\_\_\_\_dollars (\$\_\_\_\_\_) without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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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.

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**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:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTN: \_\_\_\_\_

**City:**

City of Coachella  
1515 6<sup>th</sup> Street



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Coachella, CA 92236  
Attn: Luis Lopez

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.

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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 attorney's 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

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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-

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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**

**\*\*\*CONSULTANT NAME\*\*\***

By: \_\_\_\_\_  
William Pattison  
City Manager

By: \_\_\_\_\_  
Name  
Title

*Attest:*

*Approved as to Form:*

\_\_\_\_\_  
Angela Zepeda, City Clerk

\_\_\_\_\_  
Carlos Campos, City Attorney

**PSA - EXHIBIT "A"**

**SCOPE OF SERVICES**

**[\*\*INSERT SCOPE\*\*]**

**PSA - EXHIBIT "B"**

**SCHEDULE OF SERVICES**

**[\*\*INSERT SCHEDULE\*\*]**

**PSA - EXHIBIT "C"**

**COMPENSATION**

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

## Appendix B: City Source Documents

City of Coachella General Plan:

<http://www.coachella.org/services/document-central/-folder-165>

City of Coachella Pueblo Viejo Revitalization Plan:

<http://www.coachella.org/departments/pueblo-viejo-revitalization-plan>

City of Coachella Staff Report (Item 9b) on Implementation Strategy Plan:

<http://sirepub.coachella.org/sirepub/cache/2/oraatyfjtdld3g5rvfjqui1m/5141212282016043123583.PDF>