



City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ♦ www.coachella.org

AGENDA

CITY COUNCIL CLOSED SESSION & REGULAR MEETING OF THE CITY OF COACHELLA

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

October 09, 2019

5:00 PM Closed Session

6:00 PM Regular Meeting

CALL TO ORDER: - 5:00 P.M.

ROLL CALL

APPROVAL OF AGENDA:

“At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda”

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Ramona Rita Morales v. City of Coachella, et al.
Superior Ct. of California, County of Riverside, Case No. RIC 1803060

RECONVENE REGULAR MEETING: - 6:00 P.M.

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

APPROVAL OF THE MINUTES:

2. Special Meeting Minutes of a Coachella City Council Study Session held on September 25, 2019.

- [3.](#) Regular Meeting Minutes of September 25, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

PROCLAMATIONS/PRESENTATIONS:

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member or member of the audience.)

- [4.](#) Voucher Listing — FY2019/20 Expenditures as of October 9, 2019, \$1,213,182.09.
- [5.](#) Resolution No. 2019-51 to Establishing New Selection Criteria to be used during the review of Conditional Use Permits for Cannabis Retail and Retail Microbusinesses (Round #2) within various Subzone #1 (Pueblo Viejo), #3 (Dillon Road), #4 (Wrecking Yard), or #5 (Industrial Park) of the City.
- [6.](#) Amendment No. 2 to Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Various City Capital Projects.
- [7.](#) Sponsorship Request for Date Harvest Festival Ferris Wheel
- [8.](#) Authorize City Manager to execute a Library Facilities Use Agreement and Amendment with Desert Community College District.
- [9.](#) Authorize award of a Professional Services Agreement to GM Business Interiors for furnishing the Senior Center facility in the amount not to exceed \$50,000.00; allowing for non-substantive changes by the City Attorney.
- [10.](#) Authorize the award of a construction contract to Valley Pipeline Services Inc., for Dillon Bridge Pipeline Repair City Project W-40 in the amount of \$133,298.00 including 10% contingency.
- [11.](#) Approve a Community Based Grant to Angel View in the Amount of \$1,000.00 to Support its Outreach Program for Children
- [12.](#) Resolution No. 2019-53, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37670
- [13.](#) Gas Tax Account Budget Adjustment

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [14.](#) Resolution No. 2019-52 Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Bargaining Unit.

15. Professional Services Agreement with KOA Corporations, Inc. for an amount of \$545,360 to provide PS&E and Right of Way Services for the Improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street - City Project ST-93.
16. Construction Contract with Onyx Paving Company Inc. for the construction of speed humps for Traffic Calming Phase III, City Project ST-124.
17. Construction Contract with Bunker Engineering for the construction of the Avenue 50 Storm Drain, City Project SD-02.
18. Construction Contract with Match Corporation in the amount of \$2,390,000.00 and an amount of \$239,000.00 for contingency for the construction of The Active Transportation Program (ATP) Cycle 2, City Project No. ST-100.
19. Provide staff direction on request from Eventscape International, Inc. for a \$25,000.00 sponsorship of the 2019 Run With Los Muertos Event.
20. Professional Service Agreement with NV5 to develop final plans, specifications & estimates for the Grapefruit Boulevard Urban Greening and Connectivity Project No. ST-123

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

21. Adopt Resolution No. 2019-50 Authorizing the City Manager to Submit and Execute a 2020-2021 Community Development Block Grant (CDBG) Entitlement Funding Application in the Amount of \$395,000.00 and Hold a Public Hearing for the Proposed Activity: Bagdoura Park Basketball Courts Rehabilitation Project

PUBLIC COMMENTS (NON-AGENDA ITEMS):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

*ⁱ Any writing or documents pertaining to an **open session** item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection at the first counter of City Hall located at 1515 Sixth Street, Coachella, CA during normal business hours.*



MINUTES

OF A SPECIAL MEETING COACHELLA CITY COUNCIL STUDY SESSION

September 25, 2019
4:00 p.m.

CALL TO ORDER:

The Study Session of the City Council of the City of Coachella began at 4:04 p.m. in the Council Chamber at City Hall. **Mayor Hernandez** presiding.

ATTENDANCE:

Present: Councilmember Beaman Jacinto, Councilmember Gonzalez Mayor Pro Tem Martinez (*Arrived at 4:13 p.m.*) and Mayor Hernandez.

Absent: Councilmember Bautista.

STUDY SESSION ITEMS:

- **Discussion to establish the Coachella Cannabis Commission**

Mayor Pro Tem Martinez arrived at 4:13 p.m. during discussions.

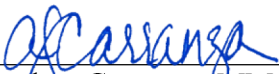
- **Follow-up Discussion on Retail Cannabis Policies**

Public Comments: William L Grivas
John Kearney
Paul Pavao

ADJOURNMENT:

There being no further business, the meeting concluded at 5:22 p.m.

Respectfully submitted,



Andrea Carranza, MMC
Deputy City Clerk

[Note: Study Sessions are special meetings of the City Council that are conducted informally. No action is contemplated other than familiarization of the Council on specific topics and potential referral to a future agenda.]



MINUTES
OF A REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF COACHELLA,
THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

September 25, 2019
6:00 p.m.

1. CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 6:03 p.m. in the Council Chamber at City Hall by Mayor Hernandez.

2. ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez, and Mayor Hernandez.

Absent: Councilmember Bautista.

It was noted for the record that Councilmember Bautista is ill and his absence excused.

3. APPROVAL OF AGENDA:

City Manager Pattison stated there were modifications to staff reports Items 9.c. and 9.d. There were no further modifications to the agenda.

Motion: To approve the agenda as presented with modifications to the staff reports.

Made by: Councilmember Gonzalez

Seconded by: Mayor Pro Tem Martinez

Approved: 4-0, by a unanimous voice vote.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by City Attorney Carlos Campos

5. APPROVAL OF THE MINUTES:

- a. Special Meeting Minutes of a Coachella City Council Study Session held on September 11, 2019.
- b. Regular Meeting Minutes of September 11, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve the minutes as presented.

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Beaman Jacinto
Approved: 4-0, by a unanimous voice vote

6. PROCLAMATIONS/PRESENTATIONS:

- a. Code Enforcement Officer Appreciation Week
- b. Proclaiming October 6-12, 2018, as Fire Prevention Week™, "Not Every Hero Wears a Cape. Plan and Practice Your Escape!™"
- c. Legislative Update by Ollin Strategies

7. WRITTEN COMMUNICATIONS:

None.

8. CONSENT CALENDAR:

- a. Voucher Listings — Manual Checks/Permit Refunds/Utility Billing Refunds/FY 2019-20 Expenditures as of September 25, 2019, \$1,077,506.62.
- b. Adopt Resolution No. 2019-48 Authorizing the City Manager to Submit an Application for, and Receipt of, Senate Bill 2 Planning Grants Program Funds
- c. Contribution of \$5,000 to HARC's 2019 Coachella Valley Community Health Survey.

- d. Authorization of a fee waiver for Coachella Valley Community Tax Services submittal for the facility use rental permit for use of the Coachella Library.
- e. Authorization of award of Amendment No. 5 to the Professional Services Agreement with Powers Security Group Inc. for Security Guard Services for City Facilities, in the amount not to exceed \$140,000.00.
- f. Approval of a Community Based Grant to the American Outreach Foundation in the Amount of \$1,000.00 to Help Pay for Electric Wheelchairs and Scooters for Disabled Veterans and other Low-Income Persons
- g. Approval of a Community Based Grant to the Coachella Valley Volunteers in Medicine in the Amount of \$1,000.00 to Support the Provision of Healthcare Services
- h. Approval of a Community Based Grant to the Assistance League of Palm Springs Desert Area in the Amount of \$1,000.00 to Support Operation School Bell
- i. Reimbursement Agreement with Tower Energy Group for Traffic Signal Improvements at the intersection of Avenue 48 and Dillon Road, in an Amount not to exceed 70,000.00.
- j. Notice of Completion for City Project Number F32, Electric Vehicle Charging Stations.
- k. Award of professional services agreement to Valley Lock & Safe for locksmith services, in an amount not to exceed \$25,000.00

Motion: To approve per staff recommendation, Consent Calendar Items 8.a. through 8.k.

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Beaman Jacinto
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez

NOES: None.

ABSTAIN: Councilmember Bautista.

9. NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- a. Resolution No. 2019-49, a Resolution of the City Council of the City of Coachella, California, Authorizing the Issuance and Sale of Gas Tax Revenue Refunding Bonds, Series 2019 to Refinance Outstanding Bonds, Authorizing Execution of Indenture of Trust, and Authorizing Execution of and Approving Related Agreements and Official Actions

Motion: To approve per staff recommendation.

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Beaman Jacinto
Approved: 4-0, by the fo - Page 9 - call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: Councilmember Bautista.

- b. Request adoption of the 2018 Coachella Valley Integrated Regional Water Management & Stormwater Resource Plan Update

Motion: To approve per staff recommendation.

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Beaman Jacinto
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: Councilmember Bautista.

- c. Approve lease agreement between City of Coachella and the Greater Coachella Valley Chamber of Commerce, for property located at 1515 Sixth Street, Coachella.

Motion: To continue item.

Made by: Mayor Hernandez
Seconded by: Mayor Pro Tem Martinez
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: Councilmember Bautista.

- d. Approve 3-year lease agreement between City of Coachella and Alianza Coachella Valley, for 2835 square feet of property located at 1515 Sixth Street, Coachella; authorizing minor non-substantive changes by the City Attorney.

Motion: To approve per staff recommendation.

Made by: Mayor Hernandez
Seconded by: Councilmember Beaman Jacinto
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: Councilmember Bautista.

10. PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- a. Adopt Resolution No. 2019-50 Authorizing the City Manager to Submit and Execute a 2020-2021 Community Development Block Grant (CDBG) Entitlement Funding Application in the Amount of \$395,000.00 and Hold a Public Hearing for the Proposed Activity: Bagdouma Park Basketball Courts Rehabilitation Project

Mayor Hernandez opened the Public Hearing for Item 14.a. at 7:16 p.m.

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 14.a. at 7:16 p.m.

Motion: To approve per staff recommendation.

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Beaman Jacinto
Approved: 4-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: Councilmember Bautista.

11. PUBLIC COMMENTS (NON-AGENDA ITEMS):

- a. Araceli Real
- b. Juan Felix
- c. Mireya Felix
- d. Clara Ramirez


12. REPORTS AND REQUESTS:

- a. Council Comments/Report of Miscellaneous Committees.
- b. City Manager's Comments.
 - 1. Discussion Regarding Amending Sphere of Influence

13. ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 7:59 p.m., following a motion by Councilmember Gonzalez and a second by Councilmember Beaman Jacinto.

Respectfully submitted,



Andrea Carranza, MMC
Deputy City Clerk

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106318	10/9/2019	02137	AGGREGATE PRODUCTS, INC47061	8/22/2019	ACCM-9.5MM (3/8") STATE CC	4,474.29	4,474.29
106319	10/9/2019	53429	ALIANZA COACHELLA VALLEYSponsorship	9/25/2019	10/26 COACHELLA VALLEY LC	5,000.00	5,000.00
106320	10/9/2019	01436	AMERICAN FORENSIC NURSE72537	8/31/2019	AUG2019 BLOOD DRAWS	55.00	
			72472	8/15/2019	AUG2019 BLOOD DRAWS	165.00	220.00
106321	10/9/2019	01661	ANAYA'S TOWING SERVICE 1003	9/9/2019	9/9 TOWING: FREDERICK/AV!	85.00	85.00
106322	10/9/2019	53291	ANGENIOUS ENGINEERING 19-03-004	9/17/2019	PE8/30 DILLON RD BRIDGE	35,928.80	35,928.80
106323	10/9/2019	42837	ARAMARK UNIFORM SERVICE21832097	9/15/2019	POLY PERF SS POLO W/ EME	22.82	22.82
106324	10/9/2019	45929	BECK OIL, INC.	27967CL	8/31/2019	PE8/31 ENG DEPT FUEL	184.14
				27969CL	8/31/2019	PE8/31 LLMD DEPT FUEL	143.07
				27973CL	8/31/2019	PE8/31 STREETS DEPT FUEL	655.81
				27975CL	8/31/2019	PE8/31 WATER DEPT FUEL	410.12
				27980CL	8/31/2019	PE8/31 PARKS DEPT FUEL	854.85
				28006CL	8/31/2019	PE8/31 VEHICLE MAINT DEPT	139.92
				28007CL	8/31/2019	PE8/31 SENIOR CNTR FUEL	185.96
				28020CL	8/31/2019	PE8/31 CODE ENF DEPT FUE	312.37
				28032CL	8/31/2019	PE8/31 SANITARY DEPT FUEL	809.39
				28039CL	8/31/2019	PE8/31 BLDG MAINT DEPT FL	156.11
				28040CL	8/31/2019	PE8/31 ADMIN DEPT FUEL	96.51
106325	10/9/2019	43862	BRENNTAG PACIFIC, INC	BPI301323	9/10/2019	9/9 DRUM RETURN	-520.00
				BPI973988	8/21/2019	SODIUM HYPOCHLORITE	3,283.40
				BPI978383	8/30/2019	SODIUM HYPOCHLORITE	2,188.93
				BPI978384	8/30/2019	SODIUM HYPOCHLORITE	2,188.93
				BPI980298	9/9/2019	SODIUM HYPOCHLORITE	2,146.01
				BPI301322	9/10/2019	8/30 DRUM RETURN	-200.00
106326	10/9/2019	52723	BRIGHT EVENT RENTALS, LL(498653	5/6/2019	5/5 TENT+CONCRETE BLOCK	2,499.99	2,499.99
106327	10/9/2019	44494	BURRTEC WASTE & RECYCLIBD 8/31/19	8/31/2019	AUG2019 SWEEPER BOXES,	3,757.24	3,757.24
106328	10/9/2019	44494	BURRTEC WASTE & RECYCLIBD 9/1/19	9/1/2019	AC 44-BS 405340, 85075 AVE	89.98	89.98
106329	10/9/2019	53433	BUSTOS DELGADO, ABELAR[Refund	9/26/2019	REFUND OF 7/22 VICR FEES	200.00	200.00
106330	10/9/2019	53431	BUSTOS DELGADO, GUILLER[Refund	9/26/2019	REFUND OF 7/22 VICR FEES	200.00	200.00
106331	10/9/2019	43856	CARQUEST AUTO PARTS	7339-743891	9/17/2019	BATTERY	136.12
				7339-742306	8/30/2019	BATTERY	-119.63
				7339-743726	9/16/2019	BATTERY	432.41
106332	10/9/2019	52329	CARRILLO, JUAN	Mlge 9/23	9/25/2019	MLGE 9/23, RHNA WRKSHP: 1	77.72
106333	10/9/2019	44725	CLEANSTREET	95253	9/23/2019	9/3 SPECIAL SWEEP SVC	448.35

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106334	10/9/2019	53220	COACHELLA ACE HARDWARE	274/1	8/29/2019 TRUFUEL 50:1	52.14	
			301/1	9/6/2019	CM LINER ROLL NON SLIP, P/	-62.17	
			302/1	9/6/2019	CLR MOLD MILDEW CLNR, S	67.57	
			325/1	9/12/2019	MAT ANTIFATIGUE, TOTE HIN	151.10	
			347/1	9/23/2019	DESOLVIT CLNR, RULE TAPE	30.40	239.04
106335	10/9/2019	52345	COMMERCIAL BANK OF CALIF	Retention	9/17/2019 ESCROW #1605609- PROWE	17,063.27	17,063.27
106336	10/9/2019	01924	CONSOLIDATED ELECTRICAL	3298-410090	8/27/2019 32W CLF LMP	77.65	77.65
106337	10/9/2019	00214	CORONET CONCRETE PROD	1108006	8/27/2019 6.0 SACK EQ 60/40 FA	433.25	
			1108395	9/5/2019	6.0 SACK EQ 60/40 FA	518.16	951.41
106338	10/9/2019	00749	COUNTY OF RIVERSIDE	SH0000035967	9/5/2019 7/1-17 LAW ENFORCEMENT S	377,672.14	377,672.14
106339	10/9/2019	00749	COUNTY OF RIVERSIDE	SH0000035921	8/20/2019 TRVL EXP 7/9-11, ABC APP C	3,274.10	3,274.10
106340	10/9/2019	09650	CVAG	Aug2018	9/6/2018 AUG2018 TUMF FEES	1,713.20	1,713.20
106341	10/9/2019	09950	CVWD	Aug 2019	9/1/2019 CN 332543, AUG2019 WELL R	50,905.80	50,905.80
106342	10/9/2019	42500	DEKRA-LITE	ARINV008801	9/13/2019 WARM WHITE LED MINI LIGH	2,393.37	
				ARINV008802	9/13/2019 SMD LED C9 FACETED BULB,	2,468.63	
				ARINV008803	9/13/2019 7.5" LED COOL WHITE LIGHT	1,977.05	
				ARINV008804	9/13/2019 WARM WHITE LED MINI LIGH	1,422.42	8,261.47
106343	10/9/2019	12870	DEPARTMENT OF JUSTICE	405429	9/6/2019 AUG2019 BLOOD ALCOHOLA	210.00	
				405849	9/9/2019 FEB-JUNE2019 BLOOD ALCO	490.00	
				405872	9/9/2019 JULY2019 BLOOD ALCOHOL /	210.00	910.00
106344	10/9/2019	42761	DEPT OF ENVIRONMENTAL H	IN0362580	9/12/2019 FAC #FA0038715, RLF PARK, I	734.00	
				IN0362936	9/12/2019 FAC #FA0011056, BGDMA SW	812.00	1,546.00
106345	10/9/2019	52970	DESERT POOL SPECIALISTS,	122653	9/3/2019 SEPT2019 FOUNTAIN SVCS	325.00	325.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106346	10/9/2019	13700	DEWEY PEST CONTROL INC. AC934340-SP	9/1/2019	AC934340, SEPT2019, SANIT/	150.00	
			AC1062335-SP	9/1/2019	AC1062335, SEPT2019, CORF	142.00	
			12884260	9/1/2019	AC1126447, SEPT2019, SNAC	30.00	
			12917539	9/1/2019	AC1318239, SEPT2019, FRED	30.00	
			12917541	9/1/2019	AC1318244, SEPT2019, BGDV	30.00	
			12917542	9/1/2019	AC1318235, SEPT2019, 84641	30.00	
			12917544	9/1/2019	AC1318236, SEPT2019, RLF S	41.00	
			12917547	9/1/2019	AC1315475, SEPT2019, PERM	120.00	
			12917560	9/1/2019	AC1281215, SEPT2019, SIERF	301.00	
			12917561	9/1/2019	AC1281218, SEPT2019, 51251	900.00	
			12928135	9/1/2019	AC1178382, SEPT2019, BOXIN	42.00	
			12928141	9/1/2019	AC1161434, SEPT2019, BGDV	65.00	
			12935263	9/1/2019	AC1067451, SEPT2019, WATE	37.00	
			12891957	9/1/2019	AC1404426, SEPT2019, LIBRA	85.00	
			12899287	9/1/2019	AC102942, SEPT2019, ADMIN	58.50	
			12900054	9/1/2019	AC1008112, SEPT2019, COMM	42.00	
			12908505	9/1/2019	AC103361, SEPT2019, SENIOI	80.00	
			12914930	9/1/2019	AC241000, SEPT2019, PLANN	37.00	2,220.50
106347	10/9/2019	42442	DIRECTV 36659758519	9/3/2019	SEP2019 BUSINESS XTRA PK	152.39	152.39
106348	10/9/2019	50551	DIV. OF THE STATE ARCHITE(JA-JN2019	9/18/2019	JAN-JUN2019 SB1186-DSA FE	299.60	299.60
106349	10/9/2019	14860	E. K. WOOD LUMBER COMPAI482370	9/4/2019	MP 3" PLAS PUTTY KNIFE, ET	27.57	27.57
106350	10/9/2019	44713	FARMER BROTHERS CO. 69327227	8/9/2019	COFFEE, CREAMER & SUGAR	395.36	
			69411118	9/9/2019	COFFEE, CREAMER, SUGAR	296.74	692.10
106351	10/9/2019	15750	FEDEX 6-736-70334	9/13/2019	9/4 FEDEX	6.65	
			6-744-51095	9/20/2019	9/12+16 FEDEX'S	12.19	18.84
106352	10/9/2019	43672	FULTON DISTRIBUTING COMF485118	9/16/2019	GATORADE & WATER	1,015.86	1,015.86
106353	10/9/2019	47811	GOVERNMENT STAFFING SV(129492	9/20/2019	WE 9/15: ACCT PAYABLE- R. I	1,180.00	1,180.00
106354	10/9/2019	00207	GRAINGER INC 9292176394	9/13/2019	HAND ACTIVATED COUNTER	35.01	35.01
106355	10/9/2019	51892	HERC RENTALS, INC. 31009059-001	9/12/2019	9/11-12 TELEHANDLER RNTL	551.75	551.75
106356	10/9/2019	53236	HOLISTIC SYSTEM INTEGRAT00016	9/10/2019	PE8/31 COMPREHENSIVE SY	2,474.80	2,474.80
106357	10/9/2019	00996	HOME DEPOT 2010572	9/18/2019	PLAYMATE ELITE ULTRA 16Q	232.39	
			3010411	9/17/2019	HUSKY 5-SHELF WELDED UN	728.98	
			3010476	9/17/2019	HUSKY 4-SHELF WELDED UN	474.02	1,435.39

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106358	10/9/2019	20450	IMPERIAL IRRIGATION DISTRI	50035560-AG19	8/30/2019	AC50035560, 7/30-8/27, ST LIC	18,427.02
				50035734-AG19	9/4/2019	AC50035734, 8/1-30, CVHS PU	72.30
				50035755-AG19	8/28/2019	AC50035755, 7/25-8/26, PUMP	30.89
				50035836-AG19	9/4/2019	AC50035836, 8/1-30, WELL #1	35.40
				50217597-AG19	9/4/2019	AC50217597, 8/2-30	39.78
				50404153-AG19	9/4/2019	AC50404153, 8/1-29	74.48
				50404154-AG19	9/4/2019	AC50404154, 8/1-29	13.14
				50404155-AG19	9/4/2019	AC50404155, 8/1-29	70.10
				50408460-AG19	8/28/2019	AC50408460, 7/25-8/26, WELL	8,183.53
				50416425-AG19	9/4/2019	AC50416425, 8/1-29	147.57
				50434217-AG19	8/28/2019	AC50434217, 7/25-8/26	51.74
				50459795-AG19	8/28/2019	AC50459795, 7/25-8/26	41.32
				50459796-AG19	8/28/2019	AC50459796, 7/25-8/26	67.98
				50459819-AG19	8/28/2019	AC50459819, 7/25-8/26	40.15
				50487676-AG19	9/4/2019	AC50487676, 8/1-30, LIFT STA	14.66
				50733502-AG19	9/4/2019	AC50733502, 8/1-29	24.56
				50734422-AG19	9/4/2019	AC50734422, 8/1-29	44.97
				50516108-AG19	9/4/2019	AC50516108, 8/1-29	13.36
				50522793-AG19	8/28/2019	AC50522793, 7/25-8/26, SCAD	14.66
				50527782-AG19	9/4/2019	AC50527782, 8/1-29	12.34
				50642002-AG19	9/4/2019	AC50642002, 8/1-30	86.08
				50642141-AG19	9/4/2019	AC50642141, 8/1-30	39.37
				50705542-AG19	9/4/2019	AC50705542, 8/1-30, PERMIT	2,484.08
				50705544-AG19	9/4/2019	AC50705544, 8/1-30, PERMIT	98.82
							30,128.30
106359	10/9/2019	45108	IMPERIAL SPRINKLER SUPPL	3872816-00	8/27/2019	LAMP MR16 LED 6W FLOOD	120.28
				3872816-01	9/5/2019	LAMPS LED MR16 8W NARRC	802.58
				3883501-00	9/5/2019	PIPESW 4" SCH40 PVC PIPE,	134.63
				3884102-00	9/5/2019	TOOLCORO 5 TIME MANURE	44.64
				3884448-00	9/5/2019	PIPESW 2" SCH40 PVC PIPE,	264.06
				3890371-00	9/10/2019	GLUE GREY LOW VOC PVC C	18.29
				3891155-00	9/11/2019	DRIPNETA TECHLINE INSERT	186.75
				3891293-00	9/11/2019	FOCUS BULLET DRCTNL 120'	63.53
							1,634.76
106360	10/9/2019	37000	INLAND POWER EQUIPMENT	132621	9/12/2019	ONAN CARBURATORS	261.00
							261.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106361	10/9/2019	43580	KEEP IT COOL WINDOW TINT 4828	8/28/2019	WINDOW TINTING @ PERMIT	615.00	
			4829	8/21/2019	WINDOW TINTING @ PERMIT	827.00	
			4830	8/21/2019	WINDOW TINTING @ PERMIT	1,009.00	
			4831	8/21/2019	WINDOW TINTING @ PERMIT	1,009.00	
			4832	8/21/2019	WINDOW TINTING @ PERMIT	827.00	
			4802	8/28/2019	WINDOW TINTING @ PERMIT	615.00	4,902.00
106362	10/9/2019	53428	KEZIS, KARLA Scholarship	9/23/2019	2019 YOUTH FOOTBALL SCH	75.00	75.00
106363	10/9/2019	48293	KOA CORPORATION	9/11/2019	PE9/1 AVE 50 IMPROVEMENT	427.78	427.78
106364	10/9/2019	44767	KUNA FM	5/26/2019	4/22-5/26 AD SPOT: SUAVECI	1,600.00	1,600.00
106365	10/9/2019	45051	LAMAR OF PALM SPRINGS	9/9/2019	9/9-10/6 POSTER ADVERTISIN	1,000.00	1,000.00
106366	10/9/2019	08970	LEE ESPINOZA COACHELLA V0719	7/1/2019	JULY2019 BOXING CLUB SER	2,500.00	
			0819	8/1/2019	AUG2019 BOXING CLUB SER	2,500.00	
			0919	9/1/2019	SEPT2019 BOXING CLUB SEF	2,500.00	7,500.00
106367	10/9/2019	02162	LOWE'S COMPANIES, INC.	9/11/2019	CLEANVIEW BAGLESS UPRIC	112.85	
			17603	9/10/2019	FILTRETE CARBON AIR FILTE	119.79	232.64
106368	10/9/2019	44367	LUCRECIO, CESAR	9/19/2019	PD 10/14-18, CMRTA CONF: S	237.50	237.50
106369	10/9/2019	53430	MAGIC JUMP RENTALS RIVER16300	8/26/2019	10/30 INFLATABLE MAZE, ETC	859.00	859.00
106370	10/9/2019	52327	MAILFINANCE	9/18/2019	10/20-1/19, LSE NO. N1707177	787.14	787.14
106371	10/9/2019	49857	MANPOWER US INC.	9/15/2019	WE 9/15: GALINDO	672.70	
			34300835	9/15/2019	WE 9/15: OSUNA+RAMIREZ	1,215.20	1,887.90
106372	10/9/2019	52418	MARTIN, GABRIEL	9/24/2019	TRVL EXP 9/15-18, ICSC WST	293.88	293.88
106373	10/9/2019	25605	MCCROMETER, INC.	9/16/2019	TOPPLT ASSY 12" BRP	2,702.60	2,702.60
106374	10/9/2019	51445	MEDIWASTE DISPOSAL	9/1/2019	SEPT2019 BIOHAZARD WST :	67.00	67.00
106375	10/9/2019	51579	METLIFE- GROUP BENEFITS	9/24/2019	OCT2019 DENTAL/VISION/LIF	11,722.81	11,722.81
106376	10/9/2019	53394	MI LINDO SINALOA	9/23/2019	9/21 EL GRITO CATERING	800.00	800.00
106377	10/9/2019	51539	MICHAEL BAKER INTERNATIC1056568	8/6/2019	PE7/28 RLF PARK PLANS REV	2,500.00	2,500.00
106378	10/9/2019	53432	MOORE, ROBERT RANDALL	9/26/2019	REFUND OF 7/22 VICR FEES	200.00	200.00
106379	10/9/2019	52344	NEOFUNDS BY NEOPOST	9/11/2019	POSTAGE BY PHONE #7900 C	1,029.66	1,029.66
106380	10/9/2019	01882	NORTHERN TOOL & EQUIPME43338313	9/20/2019	AIR OPERATED POST DRI	351.25	351.25
106381	10/9/2019	43970	ORAWAY ENGINEERING, INC 1024	9/23/2019	RPR'D AUTO DOOR TRACK @	1,650.00	1,650.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106382	10/9/2019	47192	O'REILLY AUTO PARTS	2855-146946	9/16/2019	BATTERY	60.87	
				2855-146996	9/16/2019	CTRL ARM ASY	90.26	
				2855-141652	8/27/2019	WIN REG ASSY	79.14	
				2855-141666	8/27/2019	STRTR SOL	87.44	
				2855-142084	8/29/2019	DRAIN PLUG & AIR FILTERS	33.10	
				2855-145080	9/9/2019	IDLER PULLEY	26.11	
				2855-145348	9/10/2019	QT STABILIZER	15.21	
				2855-146860	9/16/2019	CTRL ARM ASY	59.80	451.93
106383	10/9/2019	01736	PALM SPRINGS PUMP, INC.	19-2828	9/11/2019	9/4 SVC CALL: REPAIRS TO V	125.00	
				19-2823	9/5/2019	9/3 SVC CALL: REPAIRS TO V	375.00	
				19-2822	9/5/2019	7/9+24 SVC CALL: REPAIRS T	625.00	1,125.00
106384	10/9/2019	49989	PAUL ASSOCIATES	84105	8/13/2019	CODE ENFORCEMENT ENVE	236.11	
				84106	8/13/2019	DEVELOPMENT SERVICES EI	236.11	
				84122	8/22/2019	BUSINESS CARDS: CODE/PL	344.47	
				84180	9/12/2019	ADMINISTRATION CITATION	286.60	
				84182	9/11/2019	CITATION ENVELOPES	416.45	1,519.74
106385	10/9/2019	09800	PERMA	WC 2019-20/2	9/17/2019	2019-20 WORKERS' COMP DE	93,723.50	93,723.50
106386	10/9/2019	02028	PETE'S ROAD SERVICE, INC.	356209-00	9/12/2019	FLAT REPAIR	25.61	
				356944-00	9/16/2019	FLAT REPAIR	25.61	
				357607-00	9/18/2019	ALIGNMENT	69.00	
				357885-00	9/18/2019	MOUNT/BALANCE NEW TIRE	652.70	
				358015-00	9/19/2019	DISMOUNT/MOUNT NEW TIR	430.43	1,203.35
106387	10/9/2019	52596	PLANIT PRINTWORKS	879039	9/17/2019	SCANNED FILES	122.00	122.00
106388	10/9/2019	52389	POWER SECURITY GROUP IN	3786	9/3/2019	AUG2019 SECURITY GRD SV	10,560.00	10,560.00
106389	10/9/2019	39250	PRAXAIR DISTRIBUTION, INC.	91392150	8/23/2019	CARBON DIOXIDE W/ EDUCT	336.21	336.21
106390	10/9/2019	42759	PROPER SOLUTIONS, INC.	9978	9/13/2019	WE 9/13: LOPEZ+SANCHEZ R	900.00	
				10001	9/20/2019	WE 9/20: LOPEZ+SANCHEZ R	900.00	1,800.00
106391	10/9/2019	48977	PROTECTION 1/ADT	130487016	9/2/2019	OCT2019 ALARM/EXT SVC PF	49.25	
				130487017	9/2/2019	OCT2019 ALARM/EXT SVC PF	626.74	
				130487018	9/2/2019	OCT2019 ALARM/EXT SVC PF	1,023.39	
				130487019	9/2/2019	OCT2019 CELL/ESUITE/ALAR	62.00	1,761.38
106392	10/9/2019	52082	PROWEST PCM, INC.	06-GMP5	8/31/2019	PE8/31 CNSTRCTN- COACHE	324,202.15	324,202.15
106393	10/9/2019	43576	PURE PLANET WATER, INC.	10428	9/19/2019	OCT2019 RNTL, WTR PURIFI	32.63	32.63
106394	10/9/2019	52306	QUINN COMPANY	11777301	9/16/2019	9/9-12 COMPACT TRACK LDR	2,427.98	
				11862101	9/23/2019	9/16-23 WATER TRUCK RNTL	1,247.91	3,675.89

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106395	10/9/2019	31705	RIVERSIDE COUNTY FIRE DE INV-00090196	9/24/2019	SUPP+SPECIAL EVENT DEPC	414.00	
			INV-00090297	9/25/2019	SUPP+SPECIAL EVENT DEPC	414.00	828.00
106396	10/9/2019	44161	ROBERT HALF MNGT RESOU REB54110154	8/20/2019	WE 8/16: LUCERO	195.13	
			REB54160922	8/27/2019	WE 8/23: LUCERO	568.34	763.47
106397	10/9/2019	52991	S & D CAR WASH MANAGEM EAR105155	8/31/2019	AUG2019 CAR WASH SERVIC	244.65	244.65
106398	10/9/2019	01830	SAM'S FENCE INC.	17809	8/28/2019 INSTLL'D POSTS & RPR'D IRC	875.00	
				17810	8/28/2019 RPR'D IRON FENCE & PANEL	675.00	
				17811	8/28/2019 INSTLL'D POST & IRON PANE	750.00	2,300.00
106399	10/9/2019	44581	SIGN-A-RAMA	97509	7/30/2019 INSTLL'D WALL SIGNS @ DIS	1,486.00	1,486.00
106400	10/9/2019	35000	SMART & FINAL	050966	9/11/2019 PLATES, TBLCVR, CHAFING F	222.03	
				055885	9/26/2019 CREAMER, FORKS, BOTTLEC	96.63	318.66
106401	10/9/2019	52595	STAPLES BUSINESS CREDIT	7300391081-0-1	8/27/2019 HP63 BLK/TRI-COLOR INK & F	141.03	
				7300472452-0-1	9/3/2019 BOX FILE LTR/LGL	131.45	272.48
106402	10/9/2019	43858	STAPLES CREDIT PLAN	60079	9/12/2019 HP 63XL HYBLK/63, HP 62XL I	570.23	
				60087	9/12/2019 ONE TOUCH 3HOLE PUNCH	34.79	605.02
106403	10/9/2019	00102	SUNLINE TRANSIT AGENCY	INV03412	6/7/2019 MAY2019 CNG FUEL	1,123.89	
				INV03565	8/6/2019 JULY2019 CNG FUEL	786.44	1,910.33
106404	10/9/2019	37600	THE DESERT SUN PUBLISHIN	0002676617	7/31/2019 JUNE-JULY2019 PUBLISHED /	981.20	981.20
106405	10/9/2019	51229	TJC PROPERTY SERVICES, I	Aug 2019	9/11/2019 AUG2019 SVCS: PETER RABE	7,000.00	7,000.00
106406	10/9/2019	38800	UNDERGROUND SERVICE ALI	18dsbfe4341	9/1/2019 CA STATE FEE FOR REGULAT	64.78	
				820190109	9/1/2019 AUG2019- 55 NEW TICKETS+	100.75	165.53
106407	10/9/2019	48436	UNIVAR USA INC.	LA750778	8/30/2019 SODIUM HYPOCHLORITE	5,858.55	5,858.55
106408	10/9/2019	39640	VALLEY LOCK & SAFE	156464	9/5/2019 RPR'D LOCKS @ CORP YARD	562.08	562.08
106409	10/9/2019	53173	VERIZON CONNECT NWF, INC	OSV0000018626	9/1/2019 AUG2019 GPS MONITORING	1,403.70	1,403.70
106410	10/9/2019	44966	VERIZON WIRELESS	9836621481	8/22/2019 AC571164685-00001, 7/23-8/22	45.82	45.82
106411	10/9/2019	53434	VIDEO VOICE DATA	19320EVP	7/30/2019 INSTLL'D EV CHARGING STA	14,931.60	
				19321EVP	7/30/2019 INSTLL'D EV CHARGING STA	54,933.20	
				17377EVP	9/10/2019 INSTLL'D EV CHARGING STA	5,219.40	
				19378EVP	9/10/2019 INSTLL'D EV CHARGING STA	9,724.80	84,809.00
106412	10/9/2019	50629	VINTAGE ASSOCIATES, INC	213494	9/15/2019 SEP2019 LNDSCEPE MAINT @	8,383.00	
				213503	9/15/2019 SEP2019 LNDSCEPE MAINT @	3,700.80	
				213493	9/15/2019 SEP2019 LNDSCEPE MAINT @	10,845.40	
				213523	8/30/2019 AUG2019 LNDSCEPE MAINT @	1,200.00	24,129.20
106413	10/9/2019	44428	VISTA AIR CONDITIONING	5599	9/3/2019 RPLC'D BLOWER MOTOR @	470.00	470.00
106414	10/9/2019	44775	VISTA PAINT CORPORATION	2019-066713-00	9/11/2019 ACRIGLO SEMIGLOSS D BAS	342.90	342.90

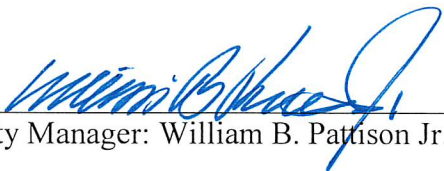
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106415	10/9/2019	00384	WILLDAN FINANCIAL SERVICE	002-21453	9/5/2019	AUG2019 BLDG & SAFETY SV	25,430.00	
				002-21454	9/5/2019	AUG2019 INSPECTION SVCS	360.00	25,790.00
Sub total for WELLS FARGO BANK:								1,213,182.09

98 checks in this report.

Grand Total All Checks: 1,213,182.09

Date: October 9, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Resolution No. 2019-51 to Establishing New Selection Criteria to be used during the review of Conditional Use Permits for Cannabis Retail and Retail Microbusinesses (Round #2) within various Subzone #1 (Pueblo Viejo), #3 (Dillon Road), #4 (Wrecking Yard), or #5 (Industrial Park) of the City.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2019-51 approving new selection criteria for prioritization of new retail cannabis businesses and microbusinesses in various commercial and industrial sectors of the City of Coachella.

BACKGROUND:

On September 11, 2019 and on September 25, 2019 the City Council conducted study sessions and provided staff with direction to create new criteria for the prioritization of new retail cannabis businesses in the City of Coachella.

DISCUSSION/ANALYSIS:

Attached to this staff report is Resolution No. 2019-51 including “Exhibit A” with establishes the new selection criteria to be used during the review of conditional use permits (Round #2) for cannabis retail and retail micro-businesses. Based on City Council’s direction, the new application window period will run from April 6, 2020 through May 21, 2020. Additionally, the following selection criteria were modified.

- 1) Pueblo Viejo (Sub Zone #1) applicants that were prioritized in the “Top 5” scores will be able to proceed to a public hearing for conditional use permit without competing in this round.
- 2) Pueblo Viejo (Sub Zone #1) applicants may choose to relocate to a new qualifying location provided they forfeit their approved (Round #1) location.
- 3) The new qualifying location in Glenroy Resort Area (Sub Zone #2) will not compete in Round #2 but will be subject to a Development Agreement negotiation.

- 4) All the Round #2 applicants will compete against each other “at large” and will be prioritized accordingly.
- 5) Up to 30 points will be awarded in the category for “Proof of Local Ownership” criteria. This was expanded to include both 36-month Coachella residents and merchants that employ 36-month Coachella residents.
- 6) The Ad-Hoc Committee will be made up of the following members:
 - a) Disinterested member of the Chamber of Commerce
 - b) Disinterested member of the Parks Commission
 - c) Disinterested Community Resident
 - d) Development Services Director to serve merely as non-deliberating Coordinator

Finally, the final rankings of the Ad-Hoc Committee will be subject to an appeal hearing by a 3-Member Appellate Board made up of two City mid-management staff and one City executive staff member.

ALTERNATIVES:

- 1. Adopt Resolution No. 2019-51
- 2. Take No Action
- 3. Continue this matter and give staff direction.

FISCAL IMPACT:

No fiscal impacts would result from the adoption of Resolution No. 2019-51 because they consist of new regulatory policies only.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 above.

Attachment: Resolution No. 2019-51 w/ “Exhibit A”

RESOLUTION NO. 2019-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ESTABLISHING NEW SELECTION CRITERIA TO BE USED DURING THE REVIEW OF CONDITIONAL USE PERMITS FOR CANNABIS RETAILERS AND RETAIL MICROBUSINESSES (ROUND #2) WITHIN SUBZONE #1 (PUEBLO VIEJO), #3 (DILLON ROAD), #4 (WRECKING YARD), OR #5 (INDUSTRIAL PARK) OF THE CITY.

WHEREAS, pursuant to the authority granted to the City of Coachella (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

WHEREAS, adoption and enforcement of comprehensive zoning regulation and other land use regulations lies within the City’s police powers; and,

WHEREAS, in November 2016, voters approved Proposition 64, otherwise known as the Control, Regulate, Tax Adult Use of Marijuana Act (“AUMA”) which legalized the adult use of cannabis and created a statutory framework for the state to regulate adult use of cannabis. Senate Bill 94, adopted on June 27, 2017, reconciled standards for medical cannabis with the standards for adult use cannabis activity under a single law, entitled Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”); and,

WHEREAS, MAUCRSA retains the provisions in the MCRSA and the AUMA that granted local jurisdictions control over whether non-commercial and commercial cannabis activities could occur in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that completely prohibit the establishment or operation of one or more businesses licensed under the state licensing authority and shall not approve an application for a state license for a business to engage in commercial cannabis activity if approval by the state license will violate the provisions of any local ordinance or regulation. State licensing authorities began issuing licenses to cannabis businesses beginning January 1, 2018; and,

WHEREAS, MAUCRSA establishes a regulatory structure for cultivation, processing, manufacturing, tracking, quality control, testing, inspection, distribution, and retail sale of commercial cannabis, including medicinal and adult-use cannabis. The Act designates applicable responsibilities for oversight of cannabis commerce to several State agencies; and,

WHEREAS, the City Council of the City of Coachella, California (“City Council”), did on the 8th day of May, 2019 and on the 26th day of June, 2019, held duly noticed public hearings

to consider changes to the City of Coachella Municipal Code (“Code”), and adopted Ordinance Nos. 1140 establishing retail and personal cannabis regulations and a conditional use permit review process; and,

WHEREAS, Ordinance 1140 amends Title 17 (Zoning), Chapters 17.34, 17.46, 17.47, 17.84, and 17.85 to (i) comply with current City policies and State law; (ii) to allow additional cannabis retail businesses in the City; (iii) to designate additional areas in the City where cannabis retail businesses may operate; and,

WHEREAS, the City has established five new subzones where cannabis will be allowed. These subzones are identified geographically as part of Ordinance No. 1140 as follows: Subzone #1 (Modified Downtown/Pueblo Viejo Area); Subzone #2 (Expanded Glenroy Resort Area); Subzone #3 (Dillion Road Area); Subzone #4 M-W (Wrecking Yard Area); and Subzone #5 MS-IP (Industrial Park Area); and,

WHEREAS, the City Council directed staff to establish a selection criteria that allowed for Sub-Zone #1 (Downtown/Pueblo Viejo) applicants in Round #1 to participate without a competitive process including an allowance to relocate the business from its approved Round #1 location, and to establish new criteria for applicants within Sub-Zones #2 (Glenroy Resort), #3 (Dillion Road), #4 (M-W, Wrecking Yard Area), and #5 (MS-IP, Industrial Park) to be used for retailers and retail microbusinesses during the conditional use permit process in Round #2 to ensure that only qualified operators are permitted in the City and to provide a basis for prioritizing applicants should the number of applicants exceed the number or locations of available conditional use permits; and,

WHEREAS, the City Council directed staff to establish selection criteria for review of retailers and retail microbusinesses during the conditional use permit process to ensure that only qualified operators are permitted in the City and to provide a basis for prioritizing applicants should the number of applicants exceed the number or locations of available conditional use permits.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Adoption of Recitals. The City Council hereby adopts the foregoing recitals as its findings in support of the following regulations and further finds that the following regulations to establish selection and prioritization criteria for retailers and retail microbusinesses are beneficial and appropriate to protect the health, safety and welfare of the residents and businesses of the City of Coachella.

SECTION 2. Adoption of Selection Criteria. The City Council hereby adopts the selection criteria set forth in Exhibit “A,” attached hereto, to review retailer applicants through the conditional use permit process.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 4. Immediate Effect. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED and ADOPTED this 25th day of September, 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2019-51 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of October, 2019, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT “A”

The City of Coachella is located at the eastern end of the Coachella Valley and enjoys a rich cultural heritage known for its entrepreneurial families and engaged youth population. It is the City Council’s desire to promote potential cannabis businesses that will further the economic development goals of the community in order to create jobs, provide a stronger tax base, and enhance the public health and wellness of the community.

Subzone 1 Policy – Round #1 Applicants Prioritized:

The applicants which submitted a complete application for Change of Zone and Conditional Use Permit for Retail Cannabis Businesses as part of Round #1 and were prioritized by the Cannabis Ratings Committee in the Pueblo Viejo (Sub-Zone #1) will be allowed to proceed with Conditional Use Permit public hearings without competing with new applicants in Round #2. If a previously-ranked applicant chooses a new location, they will not have to compete in Round #2 but will forfeit their prior-approved location.

Subzone 2 Policy – Reserved through a Development Agreement:

The City reserves the right to allocate two (2) retail cannabis businesses within the Glenroy Resort Sub-Area #2, subject to a negotiated Development Agreement, and these two businesses will not be required to compete in Round #2.

Subzones 1, 3, 4, & 5 Selection Criteria–Round #2 Applicants:

With the adoption of Ordinance No. 1140 setting the zoning and regulatory framework for new retailers, the City anticipates that there may be more applications for cannabis business conditional use permits than allowed under the City regulations. Only four (4) new businesses will be moving forward, after the Round #1 awardees have been given an additional six (6) months to establish their businesses.

The City has enacted, through Resolution, the following process for prioritizing applications.

I. Completeness Review

All retailers are required to submit a Conditional Use Permit (CUP) application, with fee, to the City’s Development Services Department. All retailers must meet with the Planning Department at which time their applications will be reviewed for “completeness” to ensure that applicants have submitted all the required information necessary for review of the application. Only applications received between April 6, 2020 and May 21, 2020 (“initial review and prioritization period”) and deemed complete will move on for review under the City’s selection criteria, unless exempted through a Development Agreement. Persons and/or entities that are currently involved or were involved in the 6 months prior to the initial review and prioritization period with an active court proceeding adverse to the City are ineligible to apply for a CUP.

II. Selection Criteria

The following selection criteria will be used by the Development Services Department to evaluate and prioritize CUPs for retailers and retail microbusinesses. Selection criteria are each worth a maximum of 5-10 points, with a grand total of 85 points possible. To obtain the points, the applicant must demonstrate compliance with each criterion listed in the section below.

1. Proof of Applicant's Ability to Open in Short Period of Time (Up to 25 Points)
 - a. Has the landowner provided written authorization for a retailer and provided the applicant with a lease agreement? *(Worth 5 points)*
 - b. Is the proposed retailer property capable of opening the business within 180-360 days after approval? *(Worth 5 points)*
 - c. Is the proposed retailer property not the subject of any outstanding code enforcement activity? *(Worth 5 points)*
 - d. Has the applicant provided a detailed description of how the premises and exterior building areas will be managed so as to avoid nuisance, loitering, and other negative impacts on surrounding properties? *(Worth 5 points)*
 - e. Does the applicant provide a detailed tenant improvement plan that identifies compliance with California Building and Fire Codes? *(Worth 5 points)*

2. Proof of Local Ownership (Up to 30 Points)
 - a. Is there evidence showing that: 1) the Local Stakeholder Owner of the retail cannabis business has a primary residence in the City of Coachella where he/she has been residing for the past 36 months; or, 2) the Local Stakeholder Owner is a Coachella business owner which has 5 or more City of Coachella residents employed which have been employed during the past 36 months? *(Worth 10 points)*
 - b. Does the applicant commit to hiring City of Coachella residents for 85% of all hires of the retail cannabis and secondary businesses? *(Worth 10 points)*
 - c. Does the applicant have proof (through financial documents and/or capital investments) that there is a 20% Local Stakeholder Ownership Interest by either the applicant, partner or shareholder to apply for all aspects of retailer or retail microbusiness? *(Worth 10 points)*

3. Proof of Ability to Open a Secondary Business (Up to 20 Points)
 - a. Does the applicant propose to operate a new secondary business (such as a restaurant, retail sales, hotel, bed & breakfast, bakery, art gallery, bar/tavern, coffee shop, bookstore or personal service business, etc.) on separate premises within 12 months of the application date in addition to the proposed retailer business? *(Worth 5 points)*
 - b. Does the applicant describe credible benefits to the overall community, local economy, and any community or non-profit contributions or affiliations? *(Worth 5 points)*
 - c. Does the applicant commit to hiring City of Coachella residents for 85% of all hires? *(Worth 5 points)*
 - d. Does the secondary business have a minimum of 1,000 square feet and is it located within on a separate commercial suite from the retail cannabis business? *(Worth 5 points)*

4. Proposed Retail Location/Community Benefits (Up to 10 Points)
 - a. Does the applicant provide a detailed architectural plan for building façade improvements (*Worth 5 points*)
 - b. Is the applicant committing to exterior façade improvements that will enhance the surrounding areas? (*Worth 5 points*)

III. Ranking and Appeals

Applications will be ranked by a 3-Member Ad-Hoc Committee made up of one disinterested member of the Chamber of Commerce, one disinterested member of the City Parks Commission, one disinterested Community Resident, and one disinterested 3rd Party Consultant, with the Director of Development Services serving as the Committee coordinator. The final rankings of the Ad-Hoc Committee will be subject to an appeal hearing by a 3-Member Appellate Board made up of two City mid-management staff and one City executive staff member.



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members

FROM: Jonathan Hoy, P.E., Assistant City Manager/City Engineer

SUBJECT: Amendment No. 2 to Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Various City Capital Projects.

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 2 to the Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Various City Capital Projects.

DISCUSSION/ANALYSIS:

On February 14, 2018 the City executed a professional service agreement with SCST to provide material testing and inspection services. SCST has provided those services on numerous capital projects throughout the City. Staff is recommending that the City amend this professional agreement, increasing their fee an additional \$30,000 and extending the term an additional year.

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 consulting services necessary.

FISCAL IMPACT:

Funding will be provided by each individual projects as Geotechnical Services (Materials Testing and Inspection) are needed to the project.

**AMENDMENT #2 TO AGREEMENT BETWEEN
CITY OF COACHELLA
AND SCST, LLC.**

THIS AMENDMENT ("Amendment") is made and entered into this ____ day of October, 2019 by and between the City of Coachella ("City") and SCST, LLC., a corporation with its principal place of business at 6280 Riverdale Street, San Diego, CA 92120 ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment #2 is made with the respect to the following facts and purposes:

- a. On or about February 14, 2018 the City and Consultant entered into a Professional Services Agreement with SCST, LLC. to provide Services for Capital Improvement Projects (CIP) in an amount not to exceed \$34,845.00 for as needed Inspection Services.
- b. On or about June 26, 2019 the City and Consultant Amended the Professional Service Agreement with Amendment #1 to provide Services for Capital Improvement Projects (CIP) in an amount not to exceed \$30,000.00 for as needed Inspection Services.
- c. The parties now desire to amend the Agreement as set forth in this Amendment #2.

2. Amendment #2. Section 3.3.1, Compensation, of the Agreement is hereby amended in it's entirely to read as follows:

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in attached Proposal dated February 14, 2018 hereto and incorporated herein by reference. The total compensation shall not exceed Ninety Four Thousand Eight Hundred Forty Five Dollars (\$94,845.00) without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

"3.1.2 Term. The term of this Agreement shall be from February 1, 2019 to June 30, 2021, 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. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the

Agreement, it shall mean the Agreement as amended by this Amendment.

- 4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

SCST, LLC.

By: _____
Bill Pattison, City Manager

By: _____

Attest:

By: _____
Carlos Campos, City Attorney

Andrea Carranza, Deputy City Clerk

**AMENDMENT #1 TO AGREEMENT BETWEEN
CITY OF COACHELLA
AND SCST, Inc.**

THIS AMENDMENT ("Amendment") is made and entered into this ____day of June, 2019 by and between the City of Coachella ("City") and SCST, Inc., a corporation with its principal place of business at 6280 Riverdale Street, San Diego, CA 92120 ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment #1 is made with the respect to the following facts and purposes:
 - a. On or about February 14, 2018 the City and Consultant into a Professional Services Agreement with SCST, Inc. to provide Services for Capital Improvement Projects (CIP) in an amount not to exceed \$34,845.00 for as Inspection Services.
 - b. The parties now desire to amend the Agreement as set forth in this Amendment #1.
2. Amendment #1. Section 3.3.1, Compensation, of the Agreement is hereby amended in it's entirely to read as follows:

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in attached Proposal dated February 14, 2018 hereto and incorporated herein by reference. The total compensation shall not exceed Sixty-four Thousand Eight Hundred Forty-Five Dollars (\$64,845.00) without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

"3.1.2 Term. The term of this Agreement shall be from February 1, 2019 to June 30, 2021, 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. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.
4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance

of the obligations they have undertaken pursuant to this Amendment.

- 5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

SCST., Inc.

By: _____
Bill Pattison, City Manager

By: _____

Attest:

By: _____
Carlos Campos, City Attorney

Andrea Carranza, Deputy City Clerk

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
PROJECT ST-86 WITH SCST**

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of February, 2018 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236 ("City") and SCST, Inc. (SCST), a corporation with its principal place of business at 6280 Riverdale Street, San Diego, CA 92120 ("Consultant"). The City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Special Inspection and Materials Testing services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

2.2 Project.

The City desires to engage Consultant to render such services for the ATP 1 Project ST-86 Federal Project # ATPL-5294 (015) 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 Special Inspection and Materials Testing 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 February 1, 2018 to February 1, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and

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

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner. Upon request of the City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

3.2.5 City's Representative. The City hereby designates Gordon Fisher, City Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Stephen T. Ward, Manager of Geotechnical Field Services/ Senior Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the City staff in the performance of Services and shall be available to the City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay

to the City as fixed and liquidated damages the sum of **Zero Dollars (\$000.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 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*: One Million Dollars (\$1,000,000.00) 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*: One Million Dollars \$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 following completion of the Project, errors and omissions liability insurance appropriate to their profession.

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 **Thirty-Four Thousand Eight Hundred Forty-Five Dollars and Zero Cents (\$34,845.00)** without written approval of the City's Engineer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by

the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of the Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Stephen T. Ward
Manager of Geotechnical Field Services
Senior Project Manager

City:

City of Coachella
1515 6th Street
Coachella, CA 92236
Attn: Gordon Fisher, Project Manager, Engineering Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

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

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

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

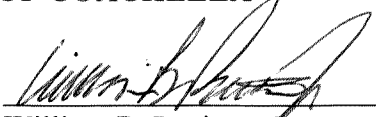
3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.


3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF COACHELLA

By: 

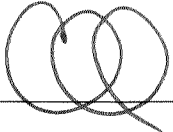
William B. Pattison, Jr.
City Manager

SCST, Inc.

By: 

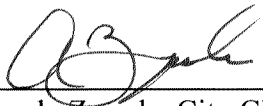
Neal W. Clements, PE
Owner/CEO
February 5, 2018

Attest:



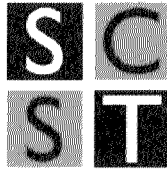
Carlos Campos, City Attorney

Attest:



Angela Zepeda, City Clerk

EXHIBIT "A" SCOPE OF SERVICES



SDVOSB DVBE

SCST, Inc.
Corporate Headquarters
6780 Riverdale Street
San Diego, CA 92130
619 280 4327
619 280 4377
www.scst.com

January 30, 2018

SCST Proposal No. MS18-0035

Gordon Fisher
City of Coachella Dept. of Public Works
53462 Enterprise Way
Coachella, CA 92236

Subject: BUDGET ESTIMATE FOR SPECIAL INSPECTION AND MATERIALS TESTING
ACTIVE TRANSPORTATION PROGRAM – CYCLE 1 PROJECT
VARIOUS LOCATIONS
COACHELLA, CA 92236
FEDERAL PROJECT NO. ATPL-5294(015)
CITY PROJECT NO. ST-86

Dear Mr. Fisher:

In accordance with your request, SCST, Inc., (SCST) has prepared this proposal to provide field and laboratory testing at the subject project.

These services will be provided on time and materials basis and will be billed in accordance with the rates and stipulations described in this budget estimate. Based on the aforementioned scope of work, the cost will be approximately \$34,845.00. A minimum charge of two hours per visit will be applied to all field services. Additional services may be provided upon request.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, his employees or agents. The contractor is responsible for his/her own work, and neither the presence of our field personnel nor the observation and testing by this firm should excuse him in any way for defects in his work. It should further be understood that we are not responsible for site safety.



CLOSURE

SCST appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. SCST has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost effective manner. Should you have any questions regarding this budget estimate or if we may be of further service, please contact our office at 619.280.4321.

Respectfully Submitted,
SCST, Inc.

Stephen T. Ward
Manager of Geotechnical Field Services/Senior Project Manager

(1) Addressee via e-mail:

EXHIBIT "B"
SCHEDULE OF SERVICES

As Needed

EXHIBIT "C"

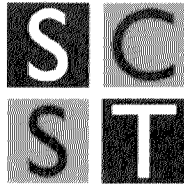
COMPENSATION

Client City of Coachella
 Project ATP, Cycle 1 Project
 Budget Summary/Cost Estimate Table

January 30, 2018
 SCST Proposal No. MS18-0035
 Prevailing Wage Rates

BUDGET ESTIMATE SUMMARY MATERIALS ENGINEERING SERVICES

	Estimated Hours/Unit		Rate/Unit		Total Cost
FIELD AND PROFESSIONAL SERVICES					
FIELD MATERIALS TESTER					\$14,768.00
<i>Earthwork Inspection and Testing</i>					
Cal Trans Technician - Field (Subgrade)	32 hours	@	\$92.00 /hour		\$2,944.00
Cal Trans Technician - Field (Base)	32 hours	@	\$92.00 /hour		\$2,944.00
<i>Hot Mix Asphalt</i>					
Cal Trans Technician - Field	60 hours	@	\$92.00 /hour		\$5,520.00
Coring Technician - Density Cores	28 hours	@	\$120.00 /hour		\$3,360.00
PROFESSIONAL STAFF					\$1,488.00
Principal Engineer/Project Management Reports	12 hours	@	\$124.00 /hour		\$1,488.00
SUBTOTAL FOR FIELD AND PROFESSIONAL SERVICES					\$16,256.00
MATERIALS LAB TESTING					
<i>Class 2 Aggregate Base Lab Testing</i>					
Sieve Analysis	9 tests	@	\$89.00 /test		\$801.00
Sand Equivalent	9 tests	@	\$88.00 /test		\$792.00
R-Value	9 tests	@	\$276.00 /test		\$2,484.00
<i>HMA Lab Testing</i>					
Asphalt Binder Content	12 tests	@	\$183.00 /test		\$2,196.00
Gyratory Compacted (for Air Voids) - 3 plugs/test	12 tests	@	\$399.00 /test		\$4,788.00
Core Density (Cal 375)	18 tests	@	\$74.00 /test		\$1,332.00
Maximum Theoretical Density (Cal 309)	12 tests	@	\$133.00 /test		\$1,596.00
Hamburg Wheel Track (AASHTO T324)	2 test	@	\$900.00 /test		\$1,800.00
Tensile Strength Ratio for Moisture Susceptibility (AASHTO T283)	2 test	@	\$900.00 /test		\$1,800.00
Ignition Oven Correction Factor - per mix	2 test	@	\$500.00 /test		\$1,000.00
SUBTOTAL FOR MATERIALS LAB TESTING					\$18,589.00
TOTAL FOR FIELD AND MATERIALS TESTING SERVICES					\$34,845.00



SDVOSE DVBE

SCST, Inc.
Schedule of Fees for Professional Services – Prevailing Wage
Effective January 1, 2018

SCST, Inc.
 Corporate Headquarters
 5780 Riverdale Street
 San Diego, CA 92120
 619.213.4321
 619.280.4321
 619.280.4717
 www.scst.com

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	\$174
Senior Professional	155
Project Professional	115
Staff Professional	96
Drafter	77

Technician & Inspector

Quality Control Specialist	\$87
Lab Technician	82
Building Inspector	94
Group 1	92
Group 2	94
Group 3	96
Coring	120

Project Management

Senior Project Manager	\$156
Project Manager	124
Administrative Assistant	55

Travel and Miscellaneous

Pick Up	\$66/trip
Travel Time	Hourly Rate
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq.	Quote
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	normal rate plus 50%

LABORATORY TESTS

Soil and Aggregate

Absorption Coarse Aggregate (Cal 206, ASTM C127)	\$38
Absorption Fine Aggregate (Cal 207, ASTM C128)	38
California Bearing Ratio includes Max Density Method C (ASTM D854)	618
California Impact (Cal 216)	206
Chloride Ion Testing (Cal 422)	150
Clay Lumps in Aggregate Per Size (ASTM C142)	150
Cleaness Value – 1" and Smaller (Cal 227)	200
Cleaness Value – Larger than 1" (Cal 227)	225
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	187
Crushed Particles/Size (Cal 205, ASTM D693)	121
Direct Shear (ASTM D3080)	208
Durability Factor (Cal 229, ASTM D3744)	97
Durability Index (Cal 229, ASTM D3744)	\$224
Expansion Index (ASTM D4289)	177
Fine Aggregate Angularity (AASHTO T304)	200

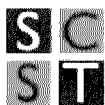
Geotechnical Engineering • Environmental Science & Engineering • Special Inspection & Materials Testing • Facilities Consulting

Soil and Aggregate - Continued

Fineness Modulus (ASTM C136)	24
Flat & Elongated Pieces/Size (ASTM D4791)	175
Light Weight Pieces (ASTM C123)	175
Liquid Limit (Cal 204, ASTM D4318)	58
Los Angeles Abrasion - larger than 1 1/2" (Cal 211, ASTM C535)	237
Los Angeles Abrasion - 1 1/2" and smaller (Cal 211, ASTM C131)	224
Maximum Density Check Point (ASTM D698/D1557)	88
Maximum Density/Optimum Moisture - 4" (ASTM D1557)	200
Maximum Density/Optimum Moisture - 4" (ASTM D698)	200
Maximum Density/Optimum Moisture - 6" (ASTM D1557)	220
Maximum Density/Optimum Moisture - 6" (ASTM D698)	200
Minimum Density (ASTM D1556)	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density -Chunk Sample (ASTM D2937)	41
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	35
Organic Impurities (Cal 213, ASTM C40)	90
Organic Matter (ASTM D2974)	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample includes Maximum Density (ASTM D2434)	400
Permeability Remold Sample includes Maximum Density (ASTM D5084)	560
Permeability Undisturbed Sample (ASTM D5084)	360
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 204, ASTM D4318)	126
Plastic Limit (Cal 204, ASTM D4318)	69
Plasticity Index (Cal 643, ASTM G51)	127
Potential Reactivity (ASTM C289)	220
Residual Shear (ASTM D6467)	442
Rock Correction (ASTM D4718)	26
R-Value (Cal 301, ASTM D2844)	276
Sand Equivalent (Cal 217, ASTM D2419)	88
Sieve Analysis (Cal 202, ASTM C136, ASTM D422)	90
Sieve Analysis Pit Sample (Cal 202, ASTM C136)	128
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	200
Soil Cement Compression Strength (Cal 312, ASTM D1632)	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles/Size (Cal 214, ASTM C88)	120
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	69
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	74
Triaxial Shear Consolidated-Undrained (ASTM D4767)	330
Triaxial Shear Unconsolidated-Undrained (ASTM D2850)	150
Triaxial Staged Consolidated-Undrained (ASTM D4767)	420
Triaxial Staged Unconsolidated-Undrained (ASTM D2850)	210
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29)	80

Asphalt Concrete

Asphalt Conformance Testing Full (inc. % Bitumen, SA Extracted, (2) Hveem, Maximum Theoretical, (2) Stabilometer Value)	\$833
Asphalt Conformance Testing Modified (inc. % Bitumen, SA Extracted, (2) Hveem)	465
Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	74
Emission Content (CTM 382)	178
Film Stripping (Cal 302)	178
Gyratory Compacted Plug (AASHTO T312)	133
Hamburg Wheel-Plant Produced HMA (AASHTO T324-Cal-Trans Section 39)	900
Hveem - Maximum Bulk Specific Gravity (Cal 308)	133



Asphalt Concrete - Continued

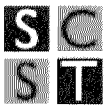
Hveem & Stabilometer Value (Cal 366)	\$168
Ignition Oven Correction Factor (AASHTO T308)	500
Marshal Density, Stability & Flow (ASTM D6927) per plug	168
Marshal Density (ASTM D6926) per plug	133
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	259
Optimum Bitumen Content (Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	183
Residue by Evaporation (Cal 331)	178
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	133
Sieve Analysis - Extracted Aggregate (Cal 382, ASTM D5444)	89
Stability and Flow (ASTM D1559)	147
Stabilometer Value (Cal 366)	147
Superpave Aggregate Qualities (Standard Cal-Trans Section 39 Requirements)	1,050
Superpave Mix Design-No RAP testing or Aggregate Qualities (AASHTO R35/Cal-Trans Section 39)	6,700
Superpave RAP Testing-Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	5,700
Superpave RAP Testing-Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	2,850
Swell Asphalt Concrete (Cal 305, ASTM D1561)	147
Tensile Strength Ratio-Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	285

Concrete

2X2 Cube Compression	\$27
Concrete Core Compression (ASTM C42)	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	74
Modulus of Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1,040
Shotcrete Panel, 3 Cores - Compression (CBC)	290
Shrinkage-Hardened Concrete (ASTM C157 - Modified)	371
Split Tensile, Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403)	200
Trial Batch Beam (Cal 523, ASTM C192)	69
Trial Batch Concrete Cylinder (Cal 521, ASTM C192)	38
Trial Batch Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

Masonry

Absorption Block (ASTM C140)	\$38
Compression Adobe	52
Compression Block, Standard (ASTM C140)	50
Compression, Brick (ASTM C67)	38
Efflorescence Block	59
Efflorescence, Brick (ASTM C67)	45
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	92
Masonry Prism Compression (ASTM E447)	149
Mortar Bond Strength - Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	53
Relative Mortar Strength (Cal 515)	850
Shrinkage - Masonry Block (ASTM C426)	252
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	468



Metal

Bend Test, Reinforcing Steel (ASTM A615)	\$45
Bend Test, Structural Steel (ASTM A370)	60
Bolt Assembly - Hardness Test	74
Bolt Assembly - Tensile & Proof Load Test	74
Modulus of Elasticity (Steel)	146
Post-Tension Tendon Tensile Testing	185
Tensile Strength #3 - #8 Bar (ASTM A615/A706)	74
Tensile Strength #9 - #11 Bar (ASTM A615/A706)	90
Tensile Strength #14 - #18 Bar (ASTM A615)	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670)	185
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670)	250
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength, Structural Steel (ASTM A370)	121

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039)	520
Rebound Hammer Calibration	40
Material Preparation	40/hr
Relative Humidity Test (ASTM F2170)	40/kit
Concrete Vapor Emission Kits (ASTM F1869)	36/kit
Test Chamber and Water Spray Rack (ASTM E1105)	275/hour
Miscellaneous Charges	Various
Default Expense	Various

TERMS AND CONDITIONS

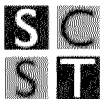
- All field services will be charged from portal to portal with the following minimum charges:
- A two-hour show-up charge will be applied to any service canceled the same day of service.
 - A two-hour minimum charge will be applied to all field services.
 - A four-hour charge will be applied to all field services requiring between two and four hours of work.
 - A six-hour charge will be applied to all field services requiring between four and six hours of work.
 - A eight-hour charge will be applied to all field services requiring between six and eight hours of work.
 - Work in excess of eight hours up to twelve hours in a single day, will be charged in one-hour increments at 1.5 times the standard rate.
 - Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM – 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCST reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to the following consumables: magnetic particle powder, ultrasonic couplant, concrete cylinder cans, etc. The following are also included: mileage, travel time, equipment rental, administrative time utilized for photocopying, distribution lists, express mailing, archive searches, etc.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost plus 20 percent. Per Diem charges will be applied to projects outside a 50-mile radius of our office. Mileage will be charged at the rate of 50 cents per mile for distances over 50 miles from the location of dispatch. Invoices for all services completed or in progress will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection. Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Should any services provided by SCST for this project become subject to state or federal prevailing wage requirements, SCST will be compensated for those services at prevailing wage rates, from the date these requirements become effective through completion of the project.



SCST, Inc.
2018 PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into at San Diego, California, by and between SCST, Inc. a California corporation, hereinafter referred to as "Consultant" and, City of Coachella, hereinafter referred to as "Client."

Client intends to employ SCST to provide Earthwork Observation, Compaction Testing, Special Inspection and Materials Testing Services for the ATP – Cycle 1 Project located in Coachella, California, hereinafter referred to as "Project."

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1) Cooperation and Project Understanding

(a) Consultant will render the professional services set forth in the Scope of Work contained in the Consultant's Proposal, which is attached hereto and incorporated into this Agreement. Client will compensate Consultant in accordance with said Proposal.

(b) If Client requires additional services, Client agrees that said additional services shall be paid for by Client at Consultant's fee schedule in effect at the time of the services, or as agreed between Client and Consultant. Additional services verbally requested by Client or by any representative of the Client for the Project shall be subject to all of the terms and conditions of this Agreement unless modified by an amendment or addendum to the Agreement, or a new agreement between the parties for the additional services. A written modification to the Agreement may be requested by either Consultant or Client, and if such a modification is requested, any additional services shall be provided only upon approval in writing by both parties to said modification.

(c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include, but not be limited to, all plans, specifications, surveys, test data, and written reports by previous consultants that may pertain to the Consultant's scope of work. Client will immediately transmit to Consultant any new or revised information, which may have an effect on Consultant's services under this Agreement.

(d) It is acknowledged that opinions, recommendations, and advice that may be provided by Consultant will be based on information furnished by Client or other persons or entities retained by Client, and on information obtained by Consultant through Consultant's own investigation, testing, inspection, and observation of work being performed by others. Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate or incomplete information furnished by Client or Client's representatives, and Client will indemnify and hold harmless

Consultant against all claims, demands, or liability arising out of or contributed to by such information or lack thereof.

(e) It is also acknowledged that, unless specifically set forth in Consultant's Scope of Work in attached Proposal, Consultant does not direct, control, or supervise the work of other persons or entities on the Project other than those that may be directly retained as subcontractors by Consultant. (Business and Professions Code § 6703.1)

2) Project Site

(a) If applicable, the Client shall indicate to Consultant the property lines of the Project site and be responsible for the accuracy of any boundary markers.

(b) The Client shall secure free and lawful access to the Project site for all necessary equipment and personnel of Consultant. Client shall notify any and all possessors of the project site that Client has granted Consultant free access to the Project site, and Client shall secure permission (and any permits) necessary to allow Consultant free access to the Project site at no charge to Consultant unless specifically agreed to otherwise in the Proposal attached hereto.

(c) If applicable, the Client shall take steps to see that the property is protected, on or off-site, including all landscaping, shrubs, and flowers. While Consultant will take all reasonable precautions to minimize any damage to the property, it will not be responsible for damage to lawns, shrubs, landscapes, walks, sprinkler systems, or underground utilities and installations caused by movement of earth or equipment.

(d) If applicable, the Client shall locate for Consultant and shall assume responsibility for the accuracy of Client's representations as to the locations of all underground utilities and installations. Consultant will not be responsible for damage by it to any such utilities or installations not so located, and any such damage by Consultant may, at Consultant's option, be repaired by Consultant and billed at cost plus 15% to Client.

(e) If applicable, Client shall notify Consultant of all locations where hazardous materials or wastes were stored, used, or disposed on the Project site.

(f) If applicable, Consultant agrees to backfill or adequately cover all open test holes made by it prior to leaving Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. However, Client may request test holes to remain open after completion of Consultant's work. In the event Client so requests, Client agrees to pay for all costs in connection with covering and backfilling said test holes at a later date, and Client shall indemnify and hold harmless Consultant for all claims, demands, and liabilities arising from its request.



3) Safety

Consultant will not be responsible for the general safety on the job or the safety of any equipment or individuals on the Project site other than its own personnel and the equipment under its direction.

4) Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. In the event Client defaults on payment for Consultant's services, Client agrees that all reports and other work furnished to Client or its agents will be returned upon demand and will not be used by Client for any purpose whatsoever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

5) Samples

Consultant, or a subcontracted laboratory, will retain all soil, rock, and concrete samples for thirty (30) days after the issuance of Consultant's report or notification to terminate work. If the Client desires extended storage, the Client shall notify Consultant prior to the expiration date of this period. Extended storage or transfer will be at Client's expense.

6) Professional Standard

Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that there may be significant variation in site conditions or in the work inspected or materials tested by Consultant. Consultant is responsible for performing its services in accordance with the standard of care set forth in the following paragraph, but this does not relieve the contractor or subcontractor from responsibility for their own work.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel, and will comply with that level of care and skill ordinarily exercised by reputable professional engineers, geologists, and special inspectors currently practicing under similar conditions in the same or similar localities. No warranty of any kind whatsoever, express or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

7) Indemnification

To the fullest extent permitted by law, Client agrees to indemnify, defend, and hold harmless Consultant, its officers,



employees, and agents from any and all claims, damages, losses, and expenses, including reasonable attorney's fees and costs of litigation arising out of or resulting from the services to be provided under this Agreement. However, such indemnification shall not apply to the extent that any such claims, damages, losses, and expenses are due to the willful misconduct or sole negligence of Consultant.

8) Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and Consultant agree that all disputes between them arising out of relating to the Agreement shall be resolved in accordance with the following procedures:

(a) Special Meeting. The parties shall first attempt to resolve any difference by businesslike negotiations. Either the Client or Consultant may call a special meeting, which shall specify the nature of the dispute to be resolved. This meeting shall be held within 3 working days of a written request, and shall take place at the job sites, Consultant's office, or such other location as shall be mutually agreed. The meeting shall be attended by representatives of Client, Consultant, and if necessary, other involved parties, who have authority to resolve the dispute. The parties shall make a good faith effort to resolve their differences at this meeting.

(b) Mediation. If the parties are not able to resolve the conflict through negotiation within 5 business days of the special meeting, the Client and Consultant agree that the dispute shall be submitted to nonbinding mediation unless mutually agreed in writing otherwise. This mediation shall be a prerequisite to either party pursuing further legal action, and no such legal action shall be initiated by either party until a good faith effort has been made by the parties to resolve their differences through the mediation process unless both parties agree to waive this mediation requirement. The costs of the mediation shall be equally shared by all involved parties.

9) Delays

Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.

10) Termination of Agreement

In the event that either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to complete such

analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date. In the event that consultant incurs costs in Client's termination of this Agreement, a termination charge to cover such costs shall be paid by the Client.

In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

11) No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising herefrom, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

12) Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted against the Consultant, a California corporation, and not against any of the Consultant's individual employees, officers or directors.

13) Attorneys' Fees

In the event that either party becomes involved in litigation arising out of this Agreement or the interpretation or performance thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other non-reimbursable litigation expenses.

14) Merger Clause

This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. It supercedes all prior communications, understandings and agreements, whether oral or written.

Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.

15) Notices

Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the

mail.

16) Assignments

The rights and obligations of either party to this Agreement shall not be assigned or otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

17) Individual Responsibility

If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of Client.

18) Invoices

Consultant will submit invoices to Client, at Consultant's option, either semi-monthly or upon completion of the services. Invoices for Consultant's services are due and payable upon receipt, and shall be considered past due if not paid within 30 calendar days of the due date. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided upon Client's request.

A FINANCE CHARGE OF 1.5% PER MONTH, CALCULATED FROM THE INVOICE DUE DATE, WILL BE ASSESSED ON ANY INVOICES NOT PAID WITHIN 30 DAYS.

19) Disputed Invoices

If the Client objects to any portions of an invoice, the Client shall so notify the Consultant in writing within 30 calendar days of receipt of invoice. The Client shall identify the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within 11 days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Finance charges as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor, calculated on the unpaid balance from the due date of the invoice.

20) Previous Consultant Fees

Client agrees that any previous consultant retained to perform professional services that are the same or related to those for which this Agreement has been entered, has been or will be promptly paid in full by client. Client shall obtain full rights to use previous consultant's work product, if same is to be used by Consultant.

21) Severability

If any term or provision of this Agreement should be found to be in violation of any law or ordinance, it shall be deemed



stricken from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

22) Governing Law and Jurisdiction

This Agreement shall be governed by the law of the State of California, and jurisdiction for any disputes arising under this Agreement shall be brought in a court of competent jurisdiction in San Diego, County, California.

23) Limitation of Liability

CONSULTANT'S LIABILITY FOR DAMAGES DUE TO PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL FEES RECEIVED BY CONSULTANT UNDER THIS AGREEMENT, OR THE AMOUNT OF \$50,000, WHICHEVER IS GREATER.

IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES AND COSTS, RESULTING FROM OR RELATED TO THE PROJECT OR THIS AGREEMENT.



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members

FROM: Jacob I. Alvarez, Assistant to the City Manager

SUBJECT: Sponsorship Request for Date Harvest Festival Ferris Wheel

STAFF RECOMMENDATION:

That the City Council approve a \$5,400 sponsorship for naming rights and free Ferris Wheel rides for attendees of the Date Harvest Festival that will take place on November 9, 2019.

BACKGROUND:

As you may recall, City Council on June 12, 2019 approved sponsoring the Date Harvest Festival in-kind for the use of Las Flores Park and the use of the Coachella Library meeting rooms and park for the preceding Harvest Dinner Event.

The events budget is approximately \$208,000 and since the City Council's approval the event's Producer has been working diligently to gain sponsorships to cover the events' expenses. To this end, the sponsorships that have been collected cover 75% of the total budget so far.

The event's Producer is currently working with local non-profits to presell tickets as a fundraiser where the non-profits get to keep 50% of the ticket proceeds. Additionally, the Producer has reached out to the Twentynine Palms Military Base where the Date Harvest Festival will allow free admission for those who serve in the military or who are military veterans.

MEDIA/ADVERTISING

The Date Harvest Festival has appeared in the Desert Sun, NBC Palm Springs, and National Public Radio (NPR). The Greater Palm Springs Convention Visitors Bureau has promised 25 Electronic Billboards in Los Angeles and San Diego along with advertising in airports in Canada. Both the CV Weekly and Palm Springs Life are intending to produce in-depth articles within in the next few weeks. Meanwhile, Spanish media outreach will begin with Entravision who will conduct an interview on October 4th followed by 30 second commercial for television radio and Facebook along with outreach to Date Industry Workers.

TALENT-

The music headliner is "Los Lonely Boys" while the opening acts will be "Jamie O'Neal" "Omar Offendum", "AMP Kids", and the "Urban Renewal Project". Also joining the event will be Aarti Sequeira. Season 6 Food Network Star winner who earned her own show called "Aarti Party" then "Taste in Translation" which aired on the Cooking Channel.

DISCUSSION/ANALYSIS:

The Producer has approached staff about the City’s potential to provide a Ferris Wheel Sponsorship which would allow for Date Harvest Festival Attendees to ride for Free. The City can be featured as a sponsor on the Ferris Wheel fencing (ex. Free rides brought to you by the City of Coachella) and should council want Ferris Wheel naming rights that is also available.

The Ferris Wheel specs are as follows:

Space – 25” X 55’

Restrictions – 48” tall minimum to ride alone

Capacity – up to 36 at one time

Trailer – 30,000 lbs / 45’ L, 8’ W, 13’6” T

Ferris Wheel Example-



FISCAL IMPACT:

There will be Fiscal Impact on General Fund Reserves in the amount of \$5,400 since this item is not accounted for in the City’s FY19/20 Budget.

EXHIBIT(S):

1. Invoice
2. Presentation package
3. Window Poster

Date Harvest Fest, LLC

85266 Avenue 54
Thermal, CA 92274
951-609-8734

Invoice

Submitted on 08/01/19

Invoice for

City of Coachella
1515 6th St

Coachella, CA 92236

Payable to

Date Harvest Fest, LLC

Project

Date Harvest Fest
Sponsorship

Invoice #

coa-01

Due date

10/4/2019

Description	Qty	Unit price	Total price
\$5,400 Ferris Wheel Sponsorship	1	\$5,400.00	\$5,400.00
			\$0.00
			\$0.00
			\$0.00

Notes:

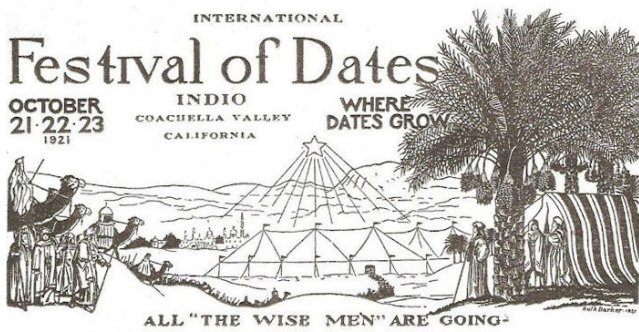
Subtotal **\$5,400.00**

Adjustments \$0.00

\$5,400.00



THEN



The Fair started as a festival to celebrate the end of the annual date harvest in the desert region, the major commercial date-producing area in the Western Hemisphere. Dates were an unknown commodity in the desert until 1903 when date palms were transplanted there from Algeria. By the early 1920s dates became a major crop for the area. Date groves in the Coachella Valley also became tourist attractions.

With the popularity of the date gardens the idea was planted for the first Date Festival in 1921 to be held in Indio's city park. A

second festival was held the following year. Some 16 years later a third Date Festival was held, this time under the name of the Riverside County Fair and the Coachella Valley Date Festival. The Indio Civic Club, under contract from the County Board of Supervisors, sponsored the ev

NOW

Item 7.



Held between February 15 and 24, this was the festival's 73rd year. Although dates are no longer the highlight, and the fair positions itself like any other county fair with carnival rides, livestock exhibits, and musical entertainment, the festival still incorporates curiously "Arabic" elements, which feel out of place in a region that is 71 percent Hispanic and 25 percent white, with a Muslim population in the mere hundreds.

Atlas Obscura - "Before the Music Festival..." April 16, 2019

- One date vendor
- Two date displays
- Limited grower integration
- Limited date usage and variety in food vendors

WWW.DATEHARVESTFEST.COM



LOS LONELY BOYS



AARTI SEQUEIRA

NOV 9, 2019

RANCHO LAS FLORES
EVENT VENUE
COACHELLA, CA



LOCAL DATES FROM LOCAL FARMS
ARTISAN FOOD TENT & GOURMET FOODTRUCKS
CRAFT BEER & ROSE CART
MAIN STAGE ENTERTAINMENT
VETERAN'S RESOURCES BY MISSION VET

SPICY PIE • DAD'S BBQ • SPIN-SPUN ARTISAN COTTON CANDY • BULGOGI GRILL TRUCK • SAMMY'S PLACE • NEW LEAF CATERING • MASON'S DEN • LOS REMEDIOS • DELMYS PUPUSAS • LA DONUT • LA STREET KITCHEN • ROSE ON TAP



TIX ON SALE NOW
#WEAREDATEHARVESTFEST



NOV 9, 2019

RANCHO LAS FLORES - COACHELLA, CA

#FOODFESTIVALS #WEAREDATEHARVESTFEST

TIX ON SALE NOW



LOS LONELY BOYS



AARTI SEQUEIRA



WWW.DATEHARVESTFEST.COM



NOV 9, 2019

RANCHO LAS FLORES EVENT VENUE, COACHELLA

#WEAREDATEHARVESTFEST
#DATESAREGREAT
#FOODFESTIVALS

TIX ON SALE NOW
WWW.DATEHARVESTFEST.COM



LOS LONELY BOYS



For the Community

- Culinary Tent with Food Vendors each highlighting a date dish
- Beer, Wine and Spirits
- Food trucks
- Main Stage with music acts
- Petting Zoo and Kids Zone
- Local craft vendors
- Chef's Tent with Live Culinary Demos

The Entertainment

A poster titled "SCHEDULE OF MUSIC" for the Urban Renewal Project. It features a stylized orange bar chart on the left and a silhouette of a crowd with raised hands at the bottom. Two tickets are shown on the right, one blue and one yellow, both labeled "TICKET ADMIT ONE". The text lists the following schedule:

SCHEDULE OF MUSIC

4:30 - 6:00PM URBAN RENEWAL PROJECT
6:30 - 8:00PM JAMIE O'NEAL
8:30 - 10:00PM LOS LONELY BOYS

The Urban Renewal Project
JAMIE O'NEAL



For the Industry

- Date Commission Corner
- Local and State Agriculture (USDA, FDA, CDFA, PACA)
- Industry Networking Groups (Women in Ag, Growing CV)
- Meet the packers
- Meet the growers

Site Plan

Item 7.



VIP Tents and Parking

Artisan Food Tent

Main Stage with Grass Seating

Date Tasting and Sales from Local Date farms

Coachella Valley History Museum Date Display

Veteran's Services Area

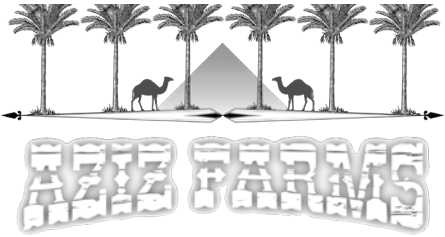
Item 7.

Mission Veteran is a non-profit created by Veterans who understand the barriers Veterans face when dealing with service related trauma, transitional obstacles and common stressors. With over half a decade of experience working with Veterans in mental health the staff has gained an in depth understanding of services, benefits and care that can make all the difference.

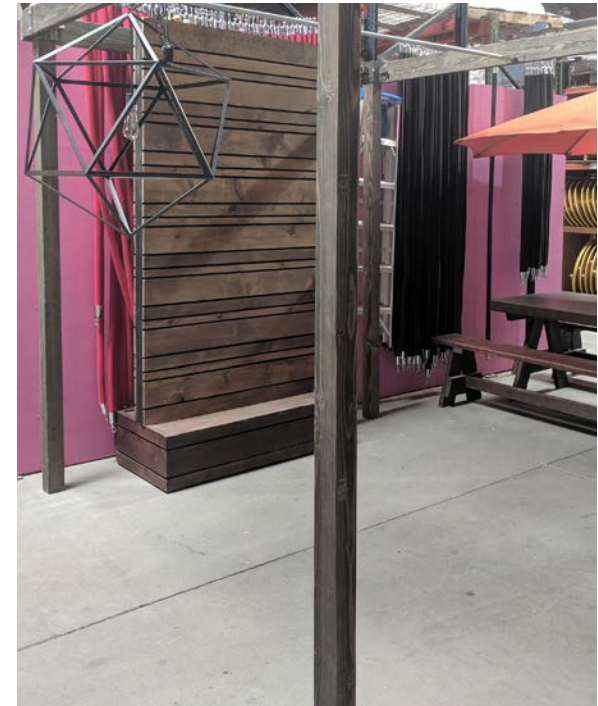
- Mission Vet Music Program
- Veteran Services from the VA
- Disabled Vets of America
- Coachella Valley Horse Rescue



Sponsors and Partners



Booth Mockup

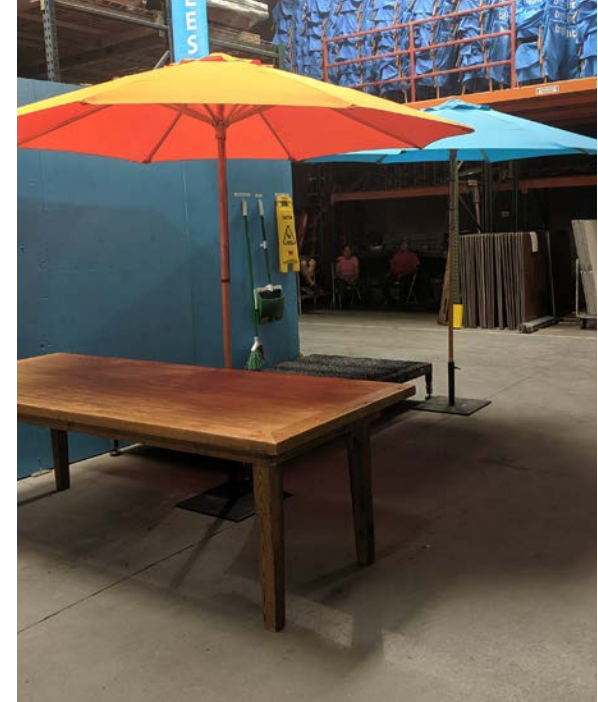
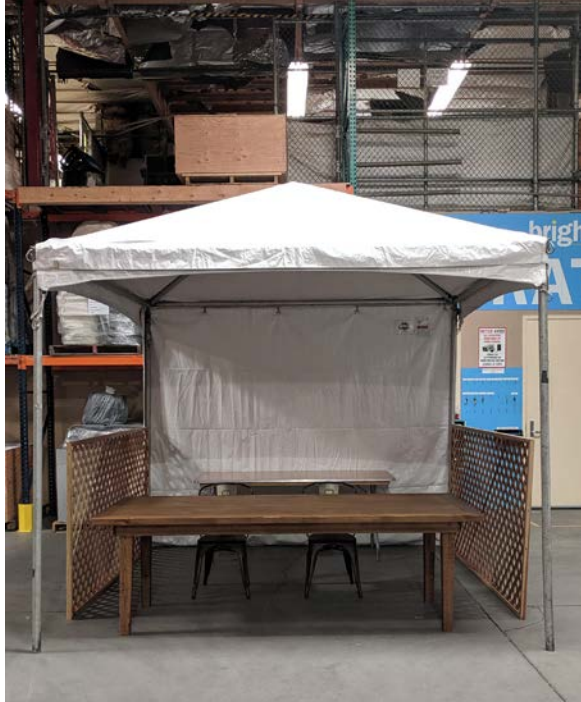


Item 7.

MERCH AND OPEN

DATE VENDORS

FOOD VENDORS



LOUNGE AREAS

Harvest Dinner

Coachella Library and Lawn

\$150/ticket

\$1000/table

250 seats only

All proceeds go to **FIND FOOD BANK**
THE DESERT'S REGIONAL FOOD BANK



City of Coachella Partnership

Item 7.

- Progressive City partner with experience in large scale events
- Permit fast tracking
- “Coachella” is synonymous with festival branding and provides additional draw for out of Valley attendance
- Solid Social Media 7000+ person following and co-branded marketing support
- Ample parking
- The strength of a city partner to event growth
- Permanent and Semi-permanent signage on site

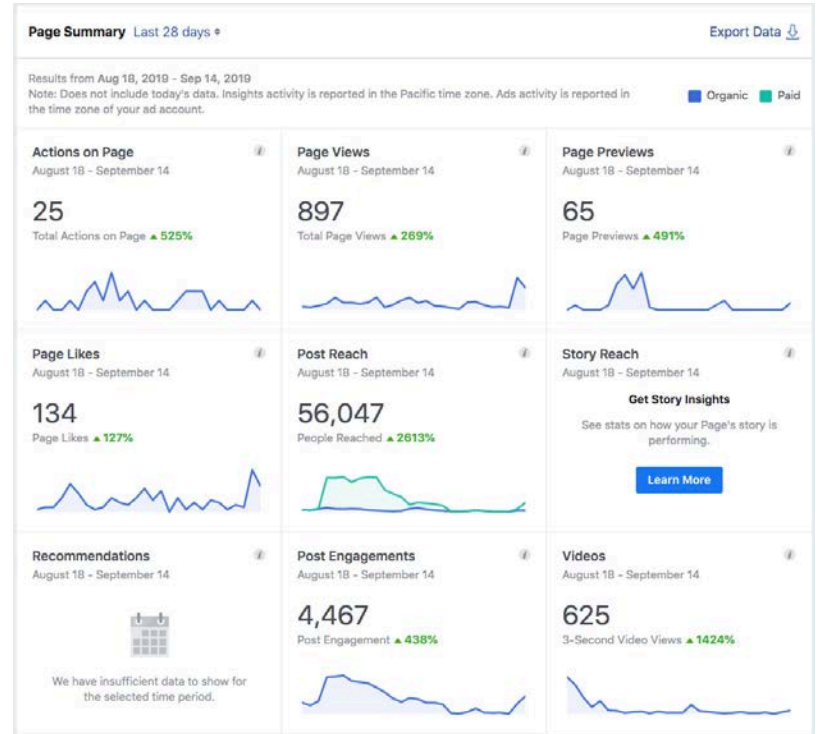
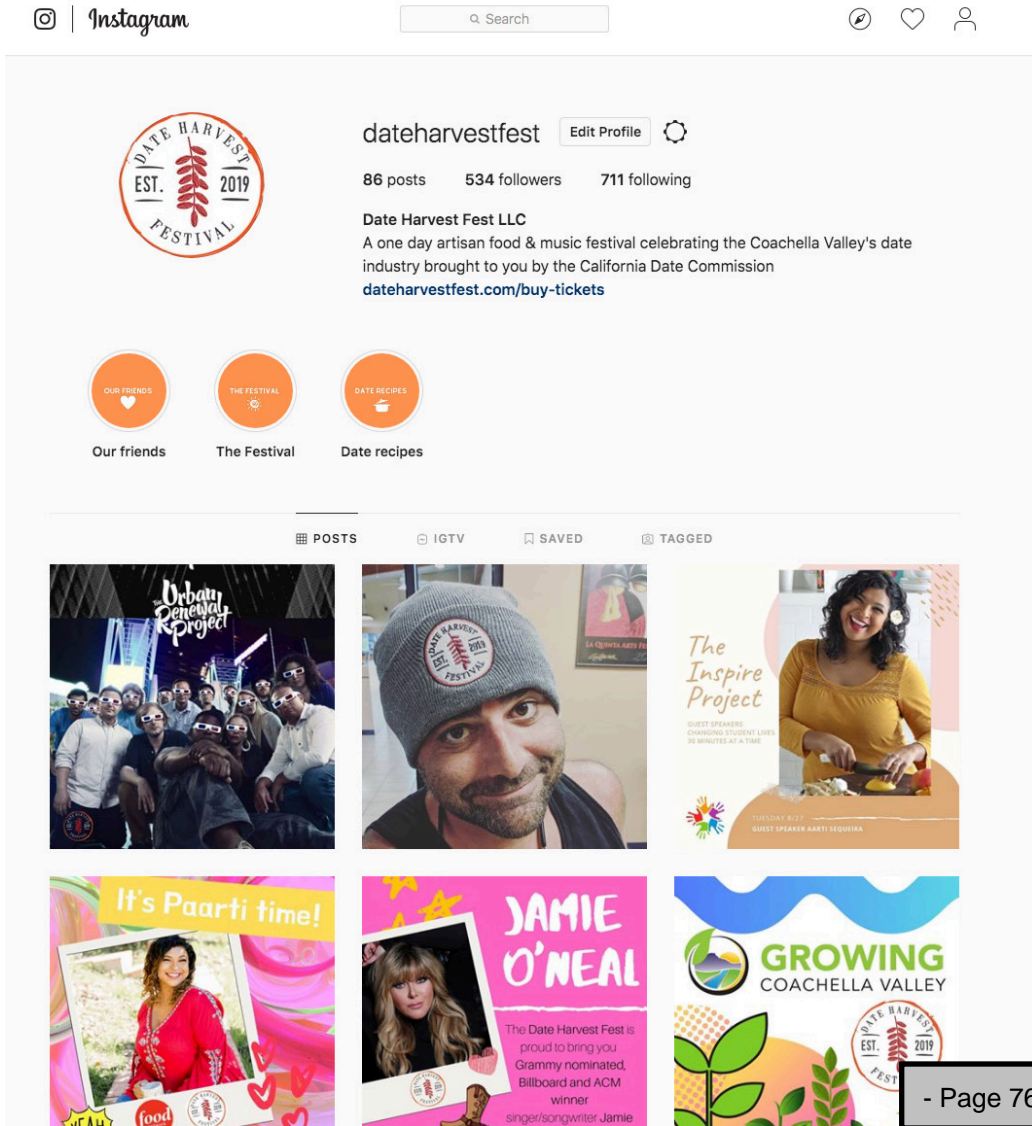


Date Harvest Fest

Social Media

Item 7.

Facebook Metrics



The goals of Date Harvest Festival's social media:
promote the event
promote all vendors, partners and sponsors once committed
share interesting information on the date industry
#communityovercompetition is KEY to the social media strategy

Join us in the next great Coachella Valley Festival



WWW.DATEHARVESTFEST.COM

CALIF Item 7. IA
dates



1 TICKET = 5 MEALS

FIND FOOD BANK
THE DESERT'S REGIONAL FOOD BANK



LOS LONELY BOYS



AARTI SEQUERIA

NOV 9, 2019

**RANCHO LAS FLORES
EVENT VENUE
COACHELLA, CA**



**ARTISAN FOOD TENT
GOURMET FOODTRUCKS
CRAFT BEER & ROSE CART
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DELMYS PUPUSAS • LA DONUT • LA STREET KITCHEN • ROSÉ ON TAP



TIX ON SALE NOW
#WEAREDATEHARVESTFEST





**STAFF REPORT
10/9/2019**

TO: Honorable Mayor and City Council Members
FROM: Maritza Martinez, Public Works Director
SUBJECT: Authorize City Manager to execute a Library Facilities Use Agreement and Amendment with Desert Community College District.

STAFF RECOMMENDATION:

Authorize City Manager to execute a Library Facilities Use Agreement and Amendment with Desert Community College District.

EXECUTIVE SUMMARY:

The City of Coachella and Desert Community College District entered into a Library Facilities Use Agreement in January 2019. The original agreement ended May 24, 2019. Both agencies would like to continue the joint use arrangements offered by the original Library Facilities Use Agreement and the District has asked to also have the option to add additional security officer services using the City’s service provider identified in Amendment No. 1. The attached Agreement and Amendment would allow for the continued joint use through June 30, 2020. The Agreement establishes the District would pay the adopted hourly rates for each conference room (\$29.50 per hour, per room) and the Amendment establishes the District would pay for security officer services requested at the City’s contract rate with its current provider (\$21.40 per hour). Staff recommends approval of the attached Library Facilities Use Agreement and Amendment No. 1.

FISCAL IMPACT:

The recommended action does not have a negative financial impact. Estimated facility use fee revenue based on the estimated course schedule through June 30, 2020 is estimated at \$25,000.

Attachments:
Proposed Agreement and Amendment 1

DESERT COMMUNITY COLLEGE DISTRICT/CITY OF COACHELLA LIBRARY
FACILITIES USE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into, effective as of August 16, 2019 ("Effective Date"), by and among the CITY OF COACHELLA)"City" an incorporated city in Riverside County, and the DESERT COMMUNITY COLLEGE DISTRICT ("District"), a California public education institution.

RECITALS

1. WHEREAS the Desert Community College District is a local community college that serves the Coachella Valley offering general education courses and programs; and
2. WHEREAS the City of Coachella owns and operates a city library with classroom facilities located at 1500 Sixth Street, Coachella, California; and
3. WHEREAS THE City and the District wish to enter into an agreement for the District to use the library classrooms to provide residents in the City of Coachella with various course and program offerings.

NOW, THEREFORE, in consideration of the mutual obligations in this Agreement, the City and the District hereby agree as follows:

1. **Purpose.** Subject to terms and conditions of the Agreement, the City shall provide the District with instructional classroom space at the Coachella Library for the full length of the District academic calendar term at times and days mutually agreed upon by the District and the City for the sole purpose of offering District courses and programs. The City agrees to abide the District's scheduled courses at the library once they have been made public to the community.
2. **Staffing.** The City will ensure that the library is appropriately staffed during the times scheduled to ensure access to the classrooms and related facilities (restrooms, etc.).
 - 2.1. **Security.** The District shall pay the City to extend security hours based on the following:
Not to exceed \$4,793.60 or \$21.40 at 3.5 hours per day x 4 days a week x 16 weeks each academic term.

Security will patrol areas around the classrooms, parking lot, and common areas beginning thirty minutes before class starts and ten minutes after class concludes.
3. **Facility Fees.** The District shall pay to the City of Coachella a facility fee equal to **\$29.50** per hour, per classroom scheduled for use. The City shall invoice the District for each term on confirmation that courses have met minimum enrollment requirements for the continuation of each course.

4. **Rules and Regulations.** The District shall comply with all policies, rules and regulations then in effect for the library facility.
5. **Access.** The parties understand that the District will be permitted to operate at the specific designated space and that this permission will not over any other space for instruction, unless otherwise approved by the City.
6. **Furniture.** The City will allow the District use of existing classroom and conference room furniture for the duration of the Agreement. If furniture is damaged by the instructor or students, the District will replace the damaged furniture like for like.
7. **Terms of Agreement.** The term of this Agreement shall be from August 26, 2019 through June 30, 2019.

8. **General Provisions**

- 8.1. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the City and the District.
- 8.2. **Severability.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.
- 8.3. **Termination.** Either party may terminate this agreement for future academic terms with written notification to the other party prior to the publishing of the District's course schedule.
- 8.4. **Amendment.** This Agreement may be modified or amended in writing by mutual agreement between the parties.
- 8.5. **Notices.** Any written notice or communication in relation to this Agreement shall be sent to the addresses below, or to any such other addresses as furnished in writing:

To the City of Coachella:

The City of Coachella
1515 Sixth Street
Coachella, CA 92236

To the Desert Community College District:

College of the Desert
43-500 Monterey Avenue
Palm Desert, CA 92260

- 9. **Insurance.** The City and the District shall, each at its own expense, maintain a policy of policies of comprehensive general liability insurance with respect to the particular activities of each with appropriate coverages of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage, or combination thereof. Current Certifications of Insurance will be provided as needed.
- 10. **Hold Harmless.** The City and the District agrees to defend, indemnify and hold harmless the other party, its Board officers, agents, and employees, individually and collectively, from and against all claims liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with this Agreement for the acts or omissions of its officers, agents and employees.

Desert Community College District

City of Coachella



Authorized Signature

Authorized Signature

Dr. Annebelle New
Vice President, Instruction

Printed Name and Title

Printed Name and Title

10/31/2019

Board Approval/Ratification Date

City Council Approval Date

Amendment Number: 1

Date: 9/19/2019

AMENDMENT # 1 TO CONTRACT # C-0001222

In reference to the Agreement for Professional Services ("Agreement") dated on 9/19/2019, by and between Desert Community College District ("Owner") and City of Coachella ("Consultant"), with respect to providing Security Rate Change is hereby amended, modified, and revised as follows:

Additional Scope of Work:

2.1. Security. The District shall pay the City to extend security hours based on the following: Not to exceed \$4,793.60 or \$21.40 at 3.5 hours per day x 4 days a week x 16 weeks each academic term.

Compensation:

Original Contract Amount:	<u>\$25,000.00</u>
Additional Amount:	<u>\$7,243.20</u>
New Total:	<u>\$32,243.20</u>

Consultant City of Coachella
 Address 1515 Sixth Street
 City, State, Zip Coachella, CA 92236

Desert Community College District
 43-500 Monterey Avenue
 Palm Desert, CA 92260

By _____
 Authorized Agent (Date)

By  9/23/19
 for the District (Date)

Title _____

Title Dr. Annebelle News
Vice President, Instruction



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize award of a Professional Services Agreement to GM Business Interiors for furnishing the Senior Center facility in the amount not to exceed \$50,000.00; allowing for non-substantive changes by the City Attorney.

STAFF RECOMMENDATION:

Authorize award of a Professional Services Agreement to GM Business Interiors for furnishing the Senior Center facility in the amount not to exceed \$50,000.00; allowing for non-substantive changes by the City Attorney.

EXECUTIVE SUMMARY:

As per the City's Purchasing Procedures and Regulations all purchases in excess of \$15,000 require City Council approval and that the award include completion of a formal bid process. GM Business Interiors was awarded a formally bid contract by the County of Riverside (contract RIVCO-93145-001-07/20) for supplying and installing free-standing furnishings. Staff requests authorization to piggy-back on the formal bid process completed by the County of Riverside and award a professional services agreement for purchase of office furnishings to GM Business Interiors, in an amount not to exceed \$50,000. The agreement will provide for tables, chairs, and display cases at the Eleanor Shadowen Senior Center.

FISCAL IMPACT:

The recommended action will not have a negative financial impact as it is funded and within the appropriated budgeted.

Attachment:

Professional Services Agreement

CITY OF COACHELLA

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of October, 2019, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 (“City”) and GM Business Interiors, a corporation, with its principal place of business at 1099 W. La Cadena Drive, Riverside, CA 92501 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

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

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **free standing furnishings and installation** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project. City desires to engage Consultant to render such services for the Eleanor Shadowen Senior Center Furnishing and Equipment 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 **furnishing installation** 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 October 1, 2019 to January 31, 2020, 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.

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: Ciana White.

3.2.5 City's Representative. The City hereby designates the City Manager, 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 Ciana White, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has

secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

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

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

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

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying

coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its

behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand Dollars and No Cents (\$50,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the

payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City
City of Coachella
1515 Sixth Street
Coachella, CA 92236
Attn: **Maritza Martinez**

Consultant
GM Business Interiors
1099 W. La Cadena Drive
Riverside, CA 92501
Attn: **Ciana White**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

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

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

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

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the

prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff

or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

CITY OF COACHELLA

GM BUSINESS INTERIORS

By: _____
William B. Pattison, Jr.
City Manager

By: _____
Mike Akin
Vice President & CPO

Attest:

By: _____
City Clerk

Approved as to Form:

****Approved Form****
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT “B”

SCHEDULE OF SERVICES

October 1, 2019 – January 31, 2020

EXHIBIT “C”
COMPENSATION



**STAFF REPORT
10/9/2019**

TO: Honorable Mayor and City Council Members
FROM: Cástulo R. Estrada, Utilities Manager
SUBJECT: Authorize the award of a construction contract to Valley Pipeline Services Inc., for Dillon Bridge Pipeline Repair City Project W-40 in the amount of \$133,298.00 including 10% contingency.

STAFF RECOMMENDATION:

Authorize the award of a construction contract to Valley Pipeline Services Inc., for Dillon Bridge Pipeline Repair City Project W-40 in the amount of \$133,298.00 including 10% contingency.

DISCUSSION/ANALYSIS:

The existing 12” domestic water line on the Dillon Road Bridge over the Coachella Valley Storm Water Channel (CVSWC) needs to be repaired. The bridge is located south of State Highway 86. The domestic water line is currently inoperable due to leaks. Staff has determined that the existing galvanized pipeline is in good condition and that the cause of the leaks are the worn out Victaulic couplings that hold the various segments of pipeline together. Staff worked with Olson Engineering to perform a site survey and collect data, pipe characteristics, and existing materials and develop a conceptual replacement layout; prepare a civil site plan; technical specifications; and engineer’s cost estimate.

On September 26, 2019 bid proposals were received from four (4) contractors as follows:

- | | |
|--|--------------|
| 1. Valley Pipeline Services Inc. | \$121,180.00 |
| 2. Toltec Builders Inc. | \$132,960.00 |
| 3. Norstar Plumbing and Engineering Inc. | \$199,300.00 |
| 4. The Van Dyke Corporation | \$209,950.00 |

Staff has reviewed all four bids and has determined the lowest responsive bid was submitted by Valley Pipeline Services Inc.

FISCAL IMPACT:

Project funding allocation included in the Capital Improvement Program 2019/2020 under project W-40.

CITY OF COACHELLA
 BID REGISTER

NAME OF PROJECT: DILLON BRIDGE PIPELINE REPLACEMENT PROJECT, CITY PROJECT No. 40

BID OPENING DATE: 09/26/19

TIME: 2:00 P.M.

BID NO.	COMPANY NAME	RECEIVED TIME	RECEIVED BY	COMMENTS	AMOUNT
1	Toltec Builders Inc.	1:00pm	yesenia		\$132,960.00
2	Valley Pipeline Services Inc.	1:36pm	yesenia		\$121,100.00
3	The Van Dyke Corporation	1:49pm	yesenia		\$209,950.00
4	Norstar Plumbing & Engineering	1:50pm	yesenia		\$199,300.00
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

NUMBER OF BIDS FILED BY OPENING TIME: 4 BIDS OPENED BY: Andrea Carranza TITLE: Deputy City Clerk
Andrea Carranza



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve a Community Based Grant to Angel View in the Amount of \$1,000.00 to Support its Outreach Program for Children

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant to Angel View in the amount of \$1,000.00 to support its Outreach Program for Children.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 19-20 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

Angel View is a nonprofit organization with the mission of helping children and adults with disabilities reach their maximum potential. Each year, Angel View helps hundreds of people make significant gains toward independence through three primary programs: Residential Care, Day Program and Angel View Outreach. Angel View accepts clients without regard to race, color or national origin and makes every effort to accommodate clients' cultural and religious customs. Through its Outreach program, Angel View provides much needed equipment like specialized car seats, orthopedic shoes, communication devices, adaptive equipment, and mobility devices. Angel View also enables children with a wide range of disabilities to participate in programs like the American Youth Soccer Organization VIP Soccer League, SkillsBuilders, art classes, swim programs and more.

ALTERNATIVES:

- 1. Award a Community Based Grant to Angel View in the Amount of \$1,000.00 to Support Its Outreach Program for Children
- 2. Do Not Award a Community Based Grant to Angel View

FISCAL IMPACT:

If the City Council approves a grant award, the Community Based Grant account will be reduced by \$1,000.00 leaving a balance of \$9,000.00 for the remainder of this fiscal year.

ATTACHMENT(S):

- 1. Community Based Grant Application Packet



A Nonprofit Serving Children and Adults with Disabilities

Services

- Residential Care
- Adult Day Program
- Angel View Outreach

Governing Board

PRESIDENT
Carole Haes Landon

VICE PRESIDENT
Robert Hargreaves

SECRETARY
Rhonda Larson

TREASURER
Richard Wheeler

DIRECTOR
Rudy Barela

DIRECTOR
Helene Kalfuss, Ph.D

DIRECTOR
Kira Klatchko

DIRECTOR
Henry Kotzen

DIRECTOR
Christopher Laubach

DIRECTOR
J. Chris Mobley

DIRECTOR
Harry Nussbaum

PRESIDENT EMERITUS
Walter Johnson, MD

DIRECTOR EMERITUS
V. Manuel Perez

Management

EXECUTIVE DIRECTOR
Patti Park

DIRECTOR OF DEVELOPMENT
James Lindquist

Administrative Offices

67625 E. Palm Canyon Dr.
Suite 7A
Cathedral City, CA 92234
Phone: (760) 329-6471
Fax: (760) 329-9024

Resale Store Offices

64669 Dillon Road
Desert Hot Springs, CA 92240
Phone: (760) 322-2440
Fax: (760) 251-2844

www.angelview.org

September 27, 2019

Mr. William Pattison, City Manager
City of Coachella
1515 6th Street
Coachella, CA 92236

Dear Mr. Pattison,

Thanks so much for the opportunity to submit this grant request. I believe it is a first! The reason for that is simple. Though we have served local children and adults with disabilities for 65 years, until a few years ago, we did not serve many clients in the East Valley; our homes and Day Program are primarily centered in Desert Hot Springs.

That all changed in 2012 when our board voted to begin a new Children's Outreach Program. The program: 1) helps families struggling to raise kids with disabilities, and 2) enabled us to begin assisting East Valley residents. With several years of experience under our belt, we can now say with confidence that a full 50% of the 275 families we assist live in Coachella, Indio and Thermal; approximately 45 of the families are Coachella residents.

The children we assist have profound disabilities. Their conditions include autism, cerebral palsy, Down syndrome, epilepsy, intellectual disabilities, musculoskeletal diseases, neuromuscular diseases, orthopedic disorders, seizure disorders, spastic quadraplegia, and spina bifida. It is an expensive and daunting prospect to raise a child with a disability. While the Department of Agriculture estimates it costs nearly \$250,000 to raise a healthy child to age 18, it costs four times that to raise a child with a disability. And most are raised in single parent homes. As a result, parents need help!

Briefly, here's how the program works:

After conducting an initial intake appointment, and verifying a child's medical condition with his or her provider, our bilingual case managers work with parents to identify each child's most pressing needs.

Resources: If the child qualifies for safety net services such as California Children's Services, Inland Regional Center, Medi-Cal, etc., our case managers refer the

parent to the service and help him/her complete the applications. Everyone on our Outreach team is fluent in English and Spanish.

Mileage: If the child has frequent appointments scheduled at Loma Linda, and cost is an issue, we enroll the family in our transportation reimbursement program (TRIP). The parent completes monthly reports and we reimburse him/her for the cost of the child's travel, up to 1,000 miles. Last year, we covered the cost of an astonishing 275,000 miles!

Mini-grants: If the child needs medical equipment, supplies or services not covered by Medi-Cal or other insurance, we can award a mini-grant up to \$400.

Sponsorships: Because physical activity is so important for kids with disabilities, if the child wants to participate in swimming, boxing, soccer, etc., we will award an activity sponsorship to cover the enrollment up to \$100.

Case Management: In addition, if families need assistance with a wide range of issues including budgeting, scheduling medical appointments, contingency planning, siblings acting out – we offer individualized case management. Our licensed therapists meet one on one with families to work on specific goals. As those goals are achieved, they work on other issues to whittle away at the obstacles they face. Our goal is to strengthen the family so all members can better support the child with a disability.

IEPs: Our case managers are approved by local school districts to act as advocates for children in our program at their Individual Education Program (IEP) meetings. As advocates, they help parents understand their obligations, the children's goals, and what they can expect in the way of assistance from the schools.

ALL SERVICES ARE FREE to participants; 100% of the program budget \$442,859, is raised through philanthropy. Our cost to provide services to Coachella families in FY 2019-20 will be \$72,468. We are requesting a grant of \$1,000 to help defray our costs to provide those services.

Thank you for your consideration. Please feel free to contact me any time if you have questions, or would like to meet to discuss this.

Sincerely,



Patti Park
CEO

enc.



CITY OF COACHELLA, CA COMMUNITY BASED GRANT PROGRAM APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle:

Date: 09/25/2019

July 1, 20 19 - June 30, 20 20

2. Total Amount Requested: \$ 1000

*Amount requested cannot exceed \$1,000

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request:

Angel View Children's Outreach

4. Agency/Organization:

Angel View

5. Mailing Address:

67625 E. Palm Canyon Dr Ste 7A

City: Cathedral City Zip: 92234

6. Telephone: (760) 329-6471

Fax: (760) 329-9024

7. Official Contact Person:

Name: Patti Park

Title: CEO

Telephone: (760) 329-6471

Fax: (760) 329-9024

E-mail: patti@angelview.org

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?

Yes No (Attach documentation) Please see attached IRS letter

9. How long has this organization been in existence?

Since 1955 - we are celebrating 65 years of continuous service to the valley

10. Has the organization previously received funding from the City of Coachella?

Yes No

If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

This does not apply

11. Is this request for a New or Existing program/service within the City?

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?

Angel View's Fiscal Year 2019-20 -- July 1, 2019 - June 30, 2020

13. Describe briefly how the requested funds will be used.

Requested funds will be used to provide a wide range of free services/support to Coachella families who are struggling to raise kids with disabilities. Please see request letter attached.

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.

The annual budget for this program is \$442,859; 100% of the budget is raised through philanthropy.

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?

The program has been in operation since 2012. It continues to grow; we continue to raise funds through all available means including grants, fundraisers, donations, etc.

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.

In FY 2019-20 we will provide services to approximately 275 children with disabilities; 50% of them live in the East Valley -- approximately 45 live in the City of Coachella.

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

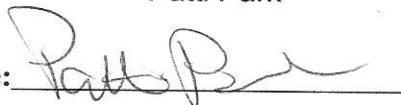
The program serves local children with disabilities age 18 and under; both genders. Their families are primarily very low income; the vast majority are Hispanic.

18. Attach a proposed budget for requested funds. Please see attached program budget

Authorized Official: Patti Park

Title: Executive Director

Signature:



Date:

9/25/2019

ATLANTA GA 39901-0001

In reply refer to: 0752439638
July 16, 2018 LTR 4168 Item 11.
95-1861861 000000 00
00034009
BODC: TE

ANGEL VIEW INC
67625 EAST PALM CANYON DR STE 7A
CATHEDRAL CITY CA 92234-5462



054729

Employer ID number: 95-1861861
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated July 05, 2018, about your tax-exempt status.

We issued you a determination letter in December 1956, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through - Page 110 - Alaska and Hawaii follow Pacific

Item 11.

0752457858

July 16, 2018 LTR 4168C 0
95-1861861 000000 00

00034010

ANGEL VIEW INC
67625 EAST PALM CANYON DR STE 7A
CATHEDRAL CITY CA 92234-5462

time).

Thank you for your cooperation.

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3

Angel View Outreach, FY 2019-20 Program Budget	
Direct Program Expenses	
Salaries (3 fulltime employees)	\$179,000
Benefits	\$57,640
Consultants	\$2,000
TRIP mileage reimbursement (clients)	\$125,000
Special needs assistance grants	\$36,000
Activity sponsorships (\$100/child)	\$2,000
Printing and postage	\$2,000
<i>Direct benefit to and for clients</i>	<i>\$403,640</i>
Mileage reimbursement (staff)	\$18,000
Utilities (phone)	\$1,738
Insurance	\$832
Subscriptions	\$90
Office Supplies	\$1,050
<i>Total direct</i>	<i>\$21,710</i>
Indirect Program Expenses	
Home Office Allocation	\$17,509
<i>Total Indirect</i>	<i>\$17,509</i>
Total Expenses	\$442,859

Free services and supports for kids like Alice



As many as 50% of the children with Down syndrome are also born with heart defects. Some are major and require surgery; others are minor and can be managed with medication. Alice, 9, from Palm Springs, is one of the lucky ones. Her condition is manageable, but she needs to be seen frequently by her specialist in Loma Linda.

The cost of the trips was a hardship, so her mom called Angel View Outreach. Now she gets mileage reimbursement and there's no threat of Alice missing an important appointment.

All services offered by Angel View Outreach are free. For more information or to request Outreach services, call or email: agalindo@angelview.org, (855) 8AV-KIDS.



Angel View is funded by Medi-Cal, donations, grants, fundraisers, bequests and proceeds from our Resale Stores. All contributions help enhance our clients' quality of life. We couldn't do what we do without our amazing supporters!

We are proud to keep our administrative costs low. Approximately 92¢ of every dollar donated goes directly to support our clients. Please see our GuideStar.org profile for full details.

For more information about Angel View services including our Residential Care or our Day Program, or to discuss a contribution to Angel View, give us a call at (760) 329-6471.



A Nonprofit Serving Children and Adults with Disabilities

67625 E. Palm Canyon Drive, Suite A
Cathedral City, CA 92234
Phone: (760) 329-6471
Fax: (760) 329-9024
Email: info@angelview.org
www.angelview.org

- Page 113 -

A 501(c)(3) non-profit organization



Help for Children with Disabilities In the Coachella Valley and High Desert

Helping Local Families



If you're raising a child with a disability, you know how tough it can be. Resources change constantly. It's expensive to drive to appointments with out of the area specialists. It's hard to find activities your child can participate in and when you do – they're expensive, too. And often, when one child's needs are on everyone's mind, other children feel ignored.

Angel View Outreach was created to help local families like yours who are struggling to raise children with a wide range of physical and developmental disabilities.

Resources and Referrals

Our bilingual outreach specialists will meet with you to assess your situation, then make referrals to services that can provide ongoing assistance. We've helped hundreds of families sign up for benefits including Medi-Cal, Inland Regional Center, California Children's Services, SNAP, and more. Just call (855) 8AV-KIDS to make an appointment.



"we support families raising kids with disabilities"

Mileage Reimbursement

We offer mileage reimbursement to low and moderate income families whose children have verified medical needs. The maximum number of miles per child is 1,000 per year (or a \$400 benefit per year).



Special Needs Mini-Grants

Frequently, children with disabilities need medical equipment, supplies and services that aren't covered by Medi-Cal or other insurance. Angel View Outreach can help meet families' needs through mini-grants, up to \$400 per year.



Activity Sponsorships

It's important for kids with disabilities to feel included, so we sponsor activities up to \$100 per child per year. We've helped children benefit from participating in AYSO VIP soccer, bowling, karate, Taekwondo, swimming, Little League, and more.

Parent Support Groups

These five-week sessions are held periodically throughout the year in various Coachella Valley communities. Designed to help parents build skills in coping with their children's conditions, they also provide a wonderful opportunity for you to learn from others in similar situations.

Family Stabilization

To help ensure all members of a family are best equipped to support the child with a disability, on a limited basis, Angel View Outreach offers no-cost case management services.

ABOUT ANGEL VIEW

Founded in 1954, Angel View offers three primary services: residential care for children and adults with disabilities; a therapeutic Day Program for adults with disabilities; and Angel View Outreach.





**STAFF REPORT
10/9/2019**

TO: Honorable Mayor and City Council Members
FROM: Jonathan Hoy, P.E. Assistant City Manager/City Engineer
SUBJECT: Resolution No. 2019-53, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37670

STAFF RECOMMENDATION:

Approve Resolution No. 2019-53, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 37670

DISCUSSION/ANALYSIS:

Egan Civil, Inc. prepared Parcel Map No. 37670 in accordance with the approved Tentative Parcel Map. Parcel Map 37670 will subdivide an approximately 6.09 acre parcel into 157 air space condominium lots. Final Parcel Map No. 37670 is in compliance with the conditions of approval and is in accordance with the Subdivision Map Act of the State of California.

Staff recommends that the City Council Approve the Final Parcel Map 37670.

FISCAL IMPACT:

The approval of this Parcel Map will have no fiscal impact to the City of Coachella.

RESOLUTION NO. 2019-53

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COACHELLA, CALIFORNIA,
APPROVING FINAL PARCEL MAP NO. 37670**

WHEREAS, Egan Civil, Inc., prepared Parcel Map No. 37670, subdividing a portion of those certain lands; and

WHEREAS, as a requirement of the Subdivision Map Act of the State of California, as it existed at the time of the approval of Tentative Parcel Map No. 37670, that map complied with said requirements; and

WHEREAS, the City Council of the City of Coachella deems it is in the best interest of the citizens of the City of Coachella, California, that this division of land is consistent with the goals and policies of the General Plan.

NOW, THEREFORE, BE IT RESOLVED, that this City Council does hereby approve said Final Parcel Map No. 37670.

PASSED, APPROVED and ADOPTED this 9th day of October, 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2019-53 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of October 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES.

LUXTOR LIMITED, A NEVADA LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME: _____

BY: _____

PRINT NAME: _____

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37670
FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 3 AS PER MAP FILED IN BOOK 5, PAGE 61 OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN
EGAN CIVL, INC - BENJAMIN DANIEL EGAN, PE, PLS SEPTEMBER 2019

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____ AM / PM IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF COACHELLA. NO. _____ FEE _____

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

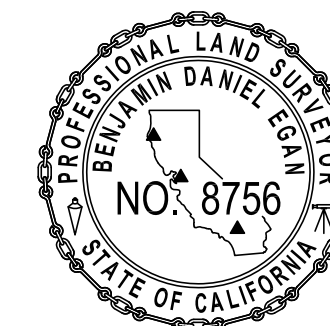
DATED: _____, 20____ BY: _____, DEPUTY
JON CHRISTENSEN
COUNTY TAX COLLECTOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LUXTOR LIMITED ON AUGUST 17, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET WITHIN ONE YEAR OF FILING THIS MAP WITH THE COUNTY RECORDER'S OFFICE, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: _____, 20____

BENJAMIN DANIEL EGAN,
PLS 8756



NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA) S.S
COUNTY OF RIVERSIDE)

ON _____, 20____, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON S WHOSE NAME S IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS / HER / THEIR SIGNATURE ON THE INSTRUMENT, THE PERSON S OR THE ENTITY UPON BEHALF OF WHICH THE PERSON S ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND SEAL:

SIGNATURE

NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA) S.S
COUNTY OF RIVERSIDE)

ON _____, 20____, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON S WHOSE NAME S IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS / HER / THEIR SIGNATURE ON THE INSTRUMENT, THE PERSON S OR THE ENTITY UPON BEHALF OF WHICH THE PERSON S ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND SEAL:

SIGNATURE

NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 20____

CASH OR SURETY BOND

JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS DISCLOSED BY THE UNITED STATES OF AMERICA PATENT RECORDED JULY 18, 1949 AS INSTRUMENT NO. 1956 IN BOOK 1095, PAGE 51 OF OFFICIAL RECORDS.

COACHELLA VALLEY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED APRIL 17, 1959 AS INSTRUMENT NO. 32709 IN BOOK 2453, PAGE 375 OF OFFICIAL RECORDS.

IMPERIAL IRRIGATION DISTRICT, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED AUGUST 29, 1962 AS INSTRUMENT NO. 81622 IN BOOK 3211 PAGE 276 OF OFFICIAL RECORDS.

CALIFORNIA WATER AND TELEPHONE COMPANY, HOLDER OF AN EASEMENT FOR COMMUNICATION, TELEPHONE, TELEGRAPH AND/OR OTHER PURPOSES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 14, 1962 AS INSTRUMENT NO. 105091 OF OFFICIAL RECORDS.

COACHELLA SANITARY DISTRICT, HOLDER OF AN EASEMENT FOR SEWER LINES AND INCIDENTAL PURPOSES RECORDED APRIL 7, 1967 AS INSTRUMENT NOS. 29699 AND 29700, BOTH OF OFFICIAL RECORDS.

SPRINT COMMUNICATIONS COMPANY L.P., QWEST COMMUNICATIONS COMPANY, LLC, LEVEL 3 COMMUNICATIONS, LLC, AND WITEL COMMUNICATIONS LLC, HOLDERS OF AN EASEMENT FOR PREMANENT TELECOMMUNICATIONS AND INCIDENTAL PURPOSES RECORDED AUGUST 29, 2013 AS INSTRUMENT NO. 2013-423943 OF OFFICIAL RECORDS.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 37670 CONSISTING OF TWO (2) SHEETS; THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF ANY, AND APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

DATED: _____, 20____

JONATHAN D. HOY, CITY ENGINEER
R.C.E. 63526, EXP. DATE: 9/30/2020



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 37670 CONSISTING OF TWO (2) SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____, 20____

NOEL OWSLEY, ACTING CITY SURVEYOR
L.S. 6972, EXPIRES 09-30-2021



CITY CLERKS STATEMENT

I, ~~ANDREA CARRANZA~~, DEPUTY CITY CLERK OF THE CITY OF COACHELLA, STATE OF CALIFORNIA, HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF SAID CITY AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, AND THERE UPON SAID COUNCIL DID PASS BY AN ORDER DULY PASSED AND ENTERED APPROVED SAID MAP AND ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66463 (C) OF THE SUBDIVISION MAP ACT.

~~ANDREA CARRANZA~~ DATE
DEPUTY CITY CLERK OF THE CITY OF COACHELLA, CALIFORNIA

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37670

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, (2017.50 EPOCH) AS PER GRID INVERSE CALCULATIONS BETWEEN CONTINUOUSLY OPERATING REFERENCE (C.O.R.S.) STATIONS P491 AND PIN1 PER PUBLISHED VALUES PROVIDED BY THE SCRIPPS ORBIT AND PERMANENT ARRAY CENTER (S.O.P.A.C.), BEING: NORTH 78° 59' 35.49" WEST.

CORS STATION: COTD
 2,210,180.6408 N
 6,520,050.6744 E
 ELEV. = 200.5076 (NAVD88)

CORS STATION: P491
 2,152,729.7516 N
 6,568,729.5315 E
 ELEV. = 124.4103 (NAVD88)

CORS STATION: PIN1
 2,166,429.7284 N
 6,498,293.9424 E
 ELEV. = 4227.2260 (NAVD88)

**PUBLIC RESOURCE CODE
 GEODETIC CONTROL DIAGRAM**

(THIS DIAGRAM PROVIDED FOR COMPLIANCE WITH SECTION 8813.1, 8813.2 AND 8813.3 OF THE PUBLIC RESOURCE CODE)

DATUM STATEMENT

COORDINATES SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, (EPOCH 2017.50), BASED LOCALLY UPON THE FOLLOWING CONTINUOUS GPS CONTROL STATIONS AS PUBLISHED BY THE SCRIPPS ORBIT AND PERMANENT ARRAY CENTER (SOPAC) AND THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC):

COTD N. 2,210,180.6408 E. 6,520,050.6744
 PIN1 N. 2,166,429.7284 E. 6,498,293.9424 P491 N. 2,152,729.7516 E. 6,568,729.5315

THE PUBLISHED CSRC 2-SIGMA VALUES FOR STATIONS COTD, PIN1 AND P491 INDICATE THAT ALL THREE STATIONS CONFORM TO FGDC ACCURACY CLASSIFICATION OF 5-MILLIMETER AT THE 95% CONFIDENCE LEVEL.

COORDINATES DEPICTED ON THE PUBLIC RESOURCE CODE GEODETIC CONTROL DIAGRAM WERE DERIVED UTILIZING A COMBINATION OF STATIC AND FAST STATIC GPS PROCEDURES. STATIC GPS OBSERVATIONS WERE PERFORMED UTILIZING TWO SPECTRA PRECISION SP80 GPS RECEIVERS. VECTORS FOR THE BASE STATIONS WERE POST-PROCESSED TO CSRC STATIONS COTD, PIN1 AND P491 USING STARNET V9 SOFTWARE UTILIZING CCS83 ZONE 6 PROJECTION TABLES AS DEFINED IN SECTIONS 8802 AND 8808 OF THE CALIFORNIA PUBLIC RESOURCE CODE AND UTILIZING THE GEOID 12B GEOID MODEL AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY. FAST STATIC OBSERVATIONS WERE COLLECTED UTILIZING A SPECTRA PRECISION SP80 GPS RECEIVER COLLECTING A MINIMUM OF 360 EPOCHS AT 1 SECOND INTERVALS. FAST STATIC OBSERVATIONS WERE SUBSEQUENTLY PROCESSED UTILIZING THE POST-PROCESSED VECTORS OF THE AFOREMENTIONED BASE STATIONS UTILIZING THE SAME SOFTWARE, MODELS AND PROCEDURES OUTLINED ABOVE. ACCURACY OF THE EPOCH 2017.50 COORDINATES FOR FOUND MONUMENTS [1] AND [2] AS SHOWN ON THE "EPOCH 2017.50 COORDINATE INFORMATION" TABLE HEREON MEET FGDC ACCURACY CLASSIFICATION 2-CENTIMETER AT 95% CONFIDENCE LEVEL.

COORDINATES SHOWN HEREON ARE EXPRESSED IN TERMS OF THE US SURVEY FOOT AS DEFINED IN SECTION 8810 OF THE PUBLIC RESOURCES CODE. (ONE FOOT = 1200/3937 METERS).

UNLESS OTHERWISE NOTED, ALL BEARINGS AND DISTANCES SHOWN HEREON ARE IN GROUND. TO CONVERT GRID INVERSE DISTANCES SHOWN HEREON TO GROUND DISTANCES, DIVIDE GRID DISTANCES BY A COMBINED FACTOR OF 0.99998223 TO OBTAIN GROUND DISTANCES.

CALCULATIONS FROM GRID TO GROUND VALUES AND THE CONVERGENCE ANGLE FOR THIS SURVEY WERE MADE AT POINT NUMBER [1] WITH COORDINATES OF N. 2,198,469.5597, E. 6,582,488.4548, USING AN ELEVATION OF -52.2130 FEET (NAVD88).

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 3 AS PER MAP FILED IN BOOK 5, PAGE 61 OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN
 EGAN CIVL. INC - BENJAMIN DANIEL EGAN, PE, PLS SEPTEMBER 2019

SURVEYOR'S NOTE ON UNDERLYING RECORD MAP

NOTE: THERE ARE NUMEROUS DISCREPANCIES BETWEEN THE EVIDENCE ON THE GROUND AND THE DIMENSIONS RETURNED ON PARCEL MAP NO. 3, FILED IN BOOK 5 OF PARCEL MAPS, PAGE 61 OF RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE DISCREPANCIES ARE PRIMARILY WITH THE EAST-WEST DIMENSIONS. THE SURVEY ONLY HAS TWO FOUND CONTROL POINTS, BOTH BEING LOCATED ON THE EAST LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 32. INADEQUATE CONTROL WAS RECOVERED FOR THE SECTION LINES, RAILROAD RIGHT-OF-WAY, AND EAST SUBDIVISION LINE. THE ORIGINAL SURVEY IS ERRANT.

BECAUSE OF THESE DISCREPANCIES, THE SUBDIVISION HAS BEEN RETRACED HOLDING THE SOUTH AND WEST SECTION LINES OF SECTION 32, THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 32, THE EAST LINE OF THE SUBDIVISION PER THE FOUND MONUMENTS, AND THE ALIGNMENT FOR THE RAILROAD AND FOR OATES LANE PER THE FOUND MONUMENTS AND PER PARCEL MAP NO. 33, FILED IN BOOK 55 OF PARCEL MAPS, PAGE 64 OF RECORDS OF SAID COUNTY.

EPOCH 2017.50 COORDINATE INFORMATION						
POINT ID	NORTHING(CCS83) (US SURVEY FT)	EASTING(CCS83) (US SURVEY FT)	ELEVATION (NAVD88)	COMBINED FACTOR	CONVERGENCE ANGLE	DESCRIPTION OF CONTROL POINT
COTD	2,210,180.6408	6,520,050.6744	200.5076	0.99997379	-0-04-30.78	CORS STATION - COLLEGE OF THE DESERT
PIN1	2,166,429.7284	6,498,293.9424	4227.2260	0.99976860	-0-06-51.77	CORS STATION - PINYON 1
P491	2,152,729.7516	6,568,729.5315	124.4103	0.99996214	0-00-45.87	CORS STATION - P491
[1]	2,198,469.5597	6,582,488.4548	-52.2130	0.99998223	0-02-15.43	NW CORNER SECTION 32
[2]	2,195,759.0986	6,582,490.7543	-52.8210	0.99998144	0-02-15.43	W 1/4 CORNER SECTION 32
[3]	2,193,051.6511	6,582,490.5601	-57.5264	0.99998087	0-02-15.42	SW CORNER SECTION 32

[1] 2,198,469.5597 N
 6,582,488.4548 E
 ELEV. = -52.2130
 (NAVD88)

CONVERGENCE ANGLE
 AT POINT [1]
 = +00°02'15.43"
 COMBINED FACTOR
 AT POINT [1]
 = 0.99998223

[2] 2,195,759.0986 N
 6,582,490.7543 E
 ELEV. = -52.8210
 (NAVD88)

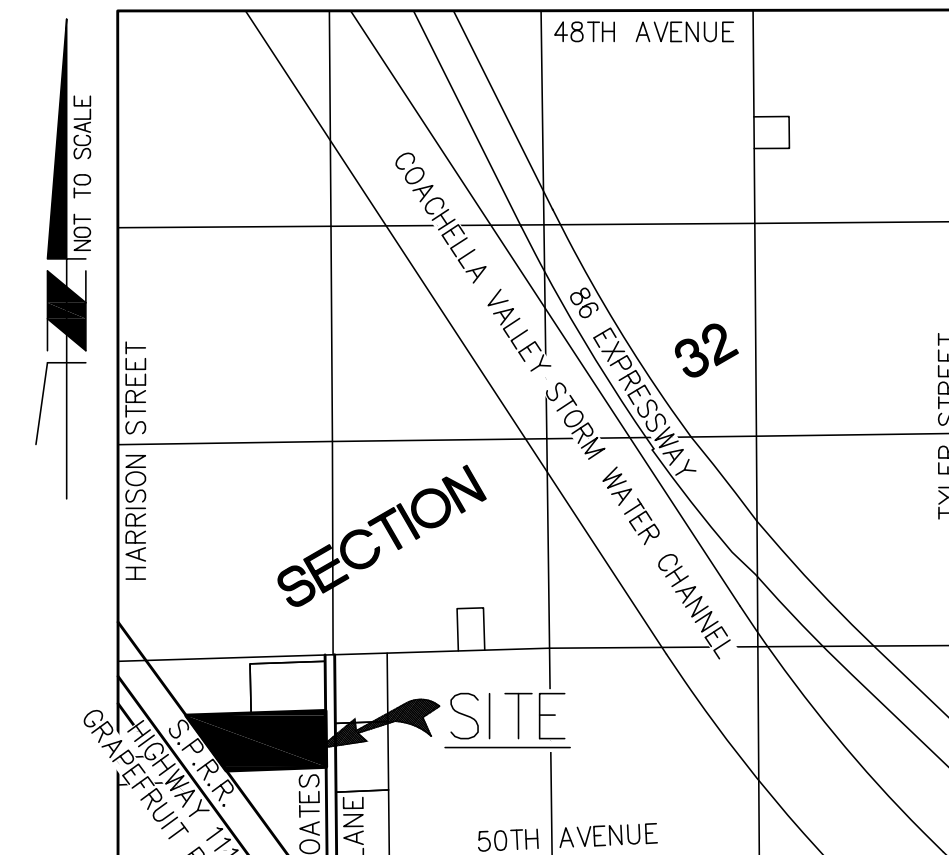
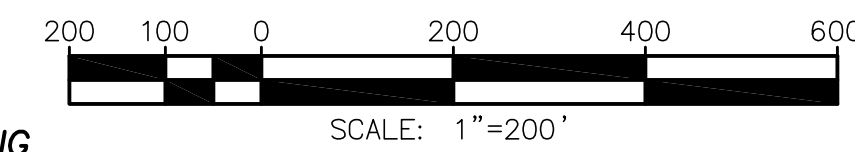
FOUND GOV'T CORNER
 FOR W 1/4 CORNER
 SECTION 32

RE-EST. NW COR. OF SW 1/4 OF SW 1/4 OF SEC. 32 HOLDING FD. MON. ON NORTH LINE SAID SW 1/4 OF SW 1/4, POS. FITS 3.94' TIE PER PMB 55/64, SET NEW MON. FOUND 1" I.P. W/ TACK, NO REFERENCE, 0.64' WEST OF CORNER ON LINE. (SEARCHED FOR & DID NOT FIND MONUMENT 8-23' WEST OF LINE PER R1.) N88°19'03"E 1344.59' (1345.17')R1 1170.79' (1171.35')R1

ESTABLISHED BY RECORD PER R1
 FOUND MON. PER PMB 55/64, 0.65' WEST OF SECTION LINE AND 3.94' SOUTH OF RE-ESTABLISHED 1/16TH CORNER

[3] FOUND BRASS DISK AT SW CORNER OF SECTION 32
 2,193,051.6511 N
 6,582,490.5601 E
 ELEV. = -57.5264
 (NAVD88)

BOUNDARY CONTROL DIAGRAM



LOCATION MAP
 NOT TO SCALE

LOT AREA:

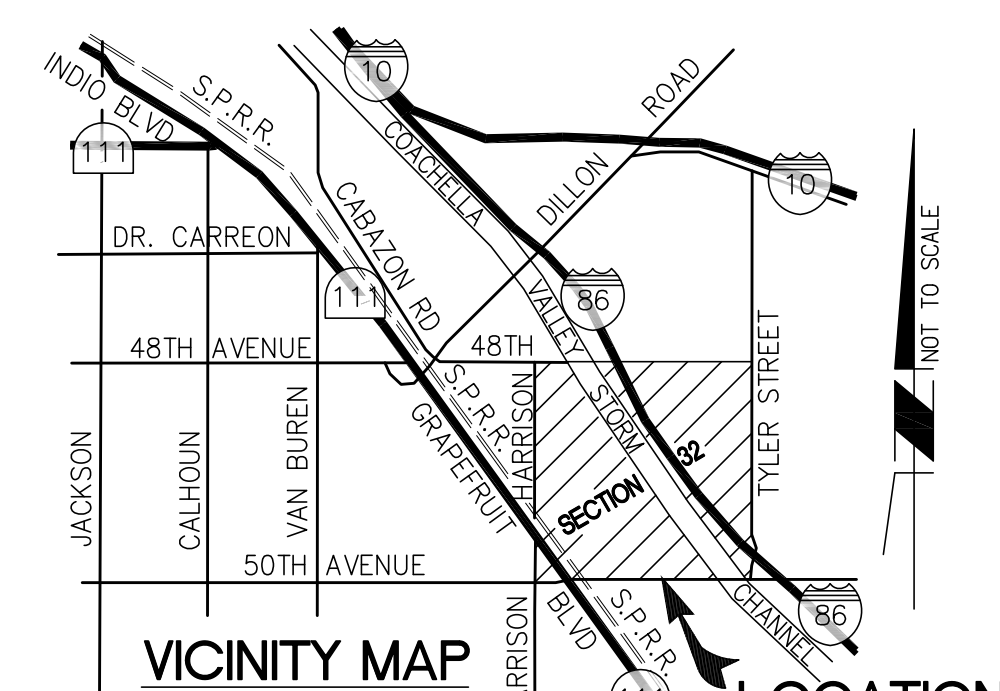
PARCEL 1 = 262,596± S.F. (6.03± AC.)

LEGAL DESCRIPTION:

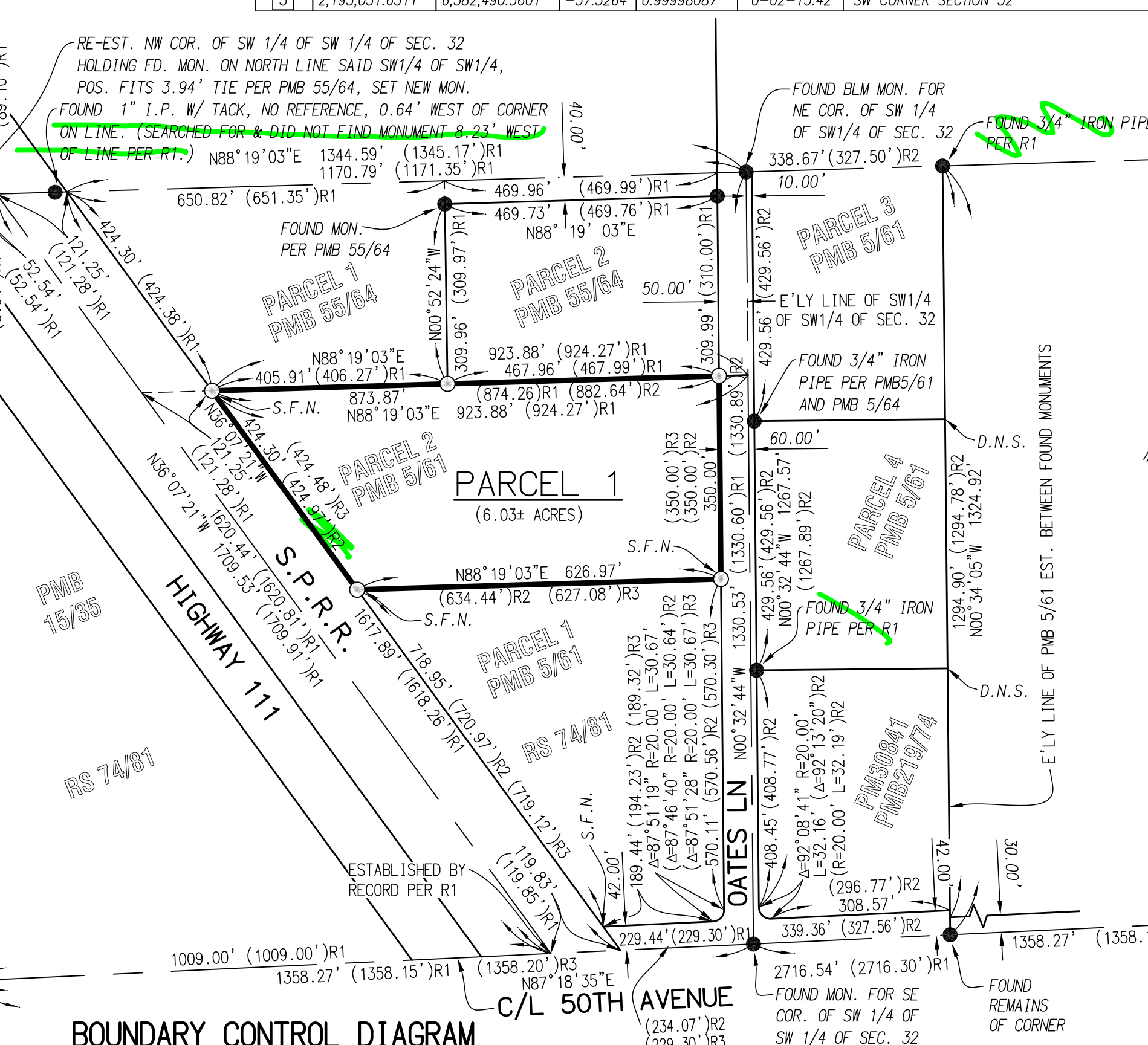
PARCEL 2 OF PARCEL MAP 3, AS PER MAP FILED IN BOOK 5 PAGE 61 OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SURVEY NOTES:

- DENOTES FOUND MONUMENT AS NOTED HEREON.
- DENOTES SET 1" IRON PIPE STAMPED "LS 8756" FLUSH IN EXISTING GROUND SURFACE
- (R1) DENOTES RECORD DATA PER PMB 55/64
- (R2) DENOTES RECORD DATA PER PMB 5/61
- (R3) DENOTES RECORD DATA PER RS 74/81
- S.F.N. DENOTES "SEARCHED, FOUND NOTHING"
- D.N.S. DENOTES "DID NOT SEARCH"



VICINITY MAP
 NOT TO SCALE



NOTE: SEE SHEET 3 FOR PARCEL DETAIL, ABBREVIATIONS, AND EASEMENT PLOT AND LISTING

EASEMENTS

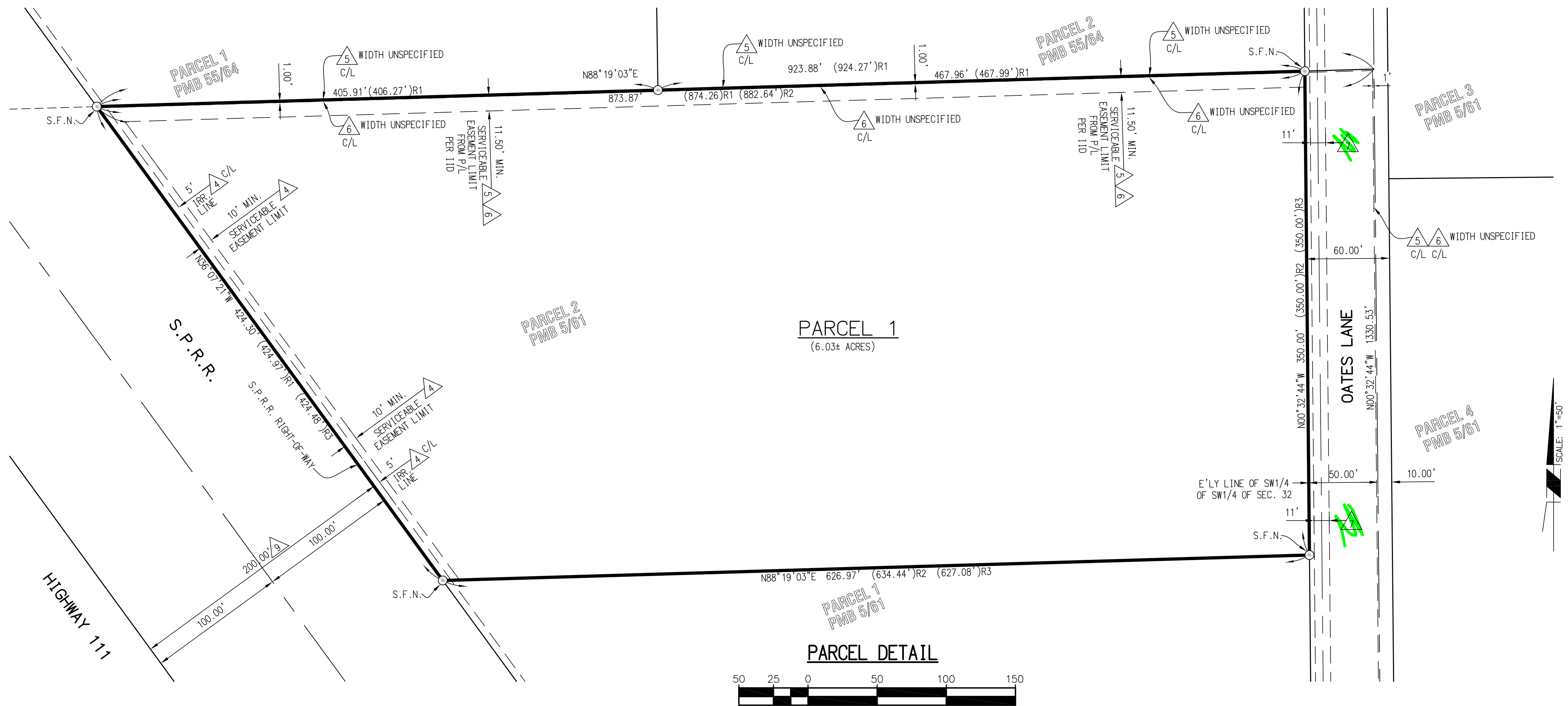
3. AN EASEMENT IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS DISCLOSED BY THE UNITED STATES OF AMERICA PATENT, RECORDED JULY 18, 1949 AS INSTRUMENT NO. 1956 IN BOOK 1095, PAGE 51 OF OFFICIAL RECORDS (THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.)
4. AN EASEMENT IN FAVOR OF COACHELLA VALLEY WATER DISTRICT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED APRIL 17, 1959 AS INSTRUMENT NO. 32709, BOOK 2453 PAGE 375 OF OFFICIAL RECORDS. (NOTE: THE EASEMENT DOES NOT DISCLOSE A WIDTH. HOWEVER, A MINIMUM WIDTH HAS BEEN PLOTTED FOR MAINTENANCE OF A UTILITY LINE.)
5. AN EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED AUGUST 29, 1962 AS INSTRUMENT NO. 81622, BOOK 3211 PAGE 276 OF OFFICIAL RECORDS. (NOTE: THE EASEMENT DOES NOT DISCLOSE A WIDTH, HOWEVER, A MINIMUM WIDTH HAS BEEN PLOTTED FOR MAINTENANCE OF A UTILITY LINE.)
6. AN EASEMENT IN FAVOR OF CALIFORNIA WATER AND TELEPHONE COMPANY, A CORPORATION FOR ELECTRIC ENERGY TO BE USED FOR COMMUNICATION, TELEPHONE, TELEGRAPH AND/OR OTHER PURPOSES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 14, 1962 AS INSTRUMENT NO. 105091 OF OFFICIAL RECORDS.
7. AN EASEMENT IN FAVOR OF COACHELLA SANITARY DISTRICT FOR SEWER LINES AND INCIDENTAL PURPOSES, RECORDED APRIL 07, 1967 AS INSTRUMENT NOS. 29699 AND 29700, BOTH OF OFFICIAL RECORDS.
9. AN EASEMENT IN FAVOR OF SPRINT COMMUNICATIONS COMPANY L.P., QWEST COMMUNICATIONS COMPANY, LLC, LEVEL 3 COMMUNICATIONS, LLC, AND WITEL COMMUNICATIONS, INC FOR PERMANENT TELECOMMUNICATIONS AND INCIDENTAL PURPOSES, RECORDED AUGUST 29, 2013 AS INSTRUMENT NO. 2013-423943 OF OFFICIAL RECORDS. (NOTE: THE LOCATION OF THE EASEMENT CANNOT BE PRECISELY DETERMINED FROM RECORD INFORMATION, BUT IT APPEARS TO AFFECT THE RAILROAD RIGHT-OF-WAY.)

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37670
 FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 3 AS PER MAP FILED IN BOOK 5,
 PAGE 61 OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
 LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32,
 TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN
 EGAN CIVL, INC - BENJAMIN DANIEL EGAN, PE, PLS SEPTEMBER 2019

ABBREVIATIONS:

C/L	CENTERLINE	N	NORTH
COR.	CORNER	REF.	REFERENCE
CR	CORNER RECORD	R/W	RIGHT OF WAY
C.S.F.B.	CO. SURVEYORS FIELD BOOK	RAD	RADIAL
DN	DOWN	RS	RECORD OF SURVEY
E	EAST	PMB	PARCEL MAP BOOK
EST.	ESTABLISHED	S	SOUTH
IP	IRON PIPE	SEC.	SECTION
M	MEASURED	S.F.N.	SEARCHED, FOUND NOTHING
MON.	MONUMENT	W	WEST
		WC	WITNESS CORNER



NOTE: SEE SHEET 2 FOR VICINITY MAP, BOUNDARY CONTROL, PROCEDURE OF SURVEY AND SURVEYOR'S NOTES



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members
FROM: Jonathan Hoy, P.E., Assistant City Manager/City Engineer
SUBJECT: Gas Tax Account Budget Adjustment

STAFF RECOMMENDATION:

Authorize an appropriation in fiscal year 18/19 in the amount of \$669,000.00 to be established in the Street DIF and reduce the appropriation in the Gas Tax Fund for that same amount.

BACKGROUND:

In the 2018/19 fiscal year, the City completed two pavement rehabilitation projects, ST-70 and ST-77. These improvements included the resurfacing of local streets in twelve neighborhoods and three arterial streets. The total cost for these improvements was \$2,582,950.00. This work was paid for by Gas Tax, Measure A, SB1 and Streets and Transportation Development Impact Fees(Street DIF).

DISCUSSION/ANALYSIS:

During a recent review of the Gas Tax fund, staff discovered that the Gas Tax Fund had a negative fund balance of \$669,000.00. The original budget should have come from the Streets DIF account. In the past with the Development Impact Fee funds the City has loaned funds to the affected accounts to complete projects. However Gas Tax is not a source that the General Fund would advance funds. Therefore, to correct this error, staff is recommending that a budget adjustment be made in the amount of \$669,000.00 to the Street DIF and a reduction of the same amount from the Gas Tax Fund.

FISCAL IMPACT:

Establish an additional appropriation in fiscal year 18/19 of \$669,000.00 in the Street DIF and reduce the appropriation in the Gas Tax Fund for the same amount.



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members

FROM: William Pattison, City Manager
Maritza Martinez, Public Works Director
Sandy Krause, Human Resources Manager

SUBJECT: Resolution No. 2019-52 Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Bargaining Unit.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2019-52 approving the ratification of a two year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees bargaining unit; authorize the City Manager to execute said MOU; authorize the City Attorney to make non-substantive changes.

BACKGROUND:

In August 2017, the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit entered into a Memorandum of Understanding (MOU) setting forth rates of pay, hours of work, and other specific terms and conditions of employment. The term of the MOU was for two years commencing on July 1, 2017 and ending June 30, 2019.

DISCUSSION/ANALYSIS:

Over the past three (3) months, the City and the Sanitary and Miscellaneous Employees unit held seven (7) meet and confer meetings to reach agreement on a successor MOU. On September 25, 2019, the City and the Sanitary and Miscellaneous Employees unit reached tentative agreement on terms and conditions for a new two year MOU ending June 30, 2021. On October 1, 2019, the Sanitary and Miscellaneous Employees unit overwhelmingly ratified the tentative agreement. A summary of the new terms are outlined below and included in the attached proposed MOU:

1. Recognition of Union (Article 1, Section 2)
Probationary employees will be included in the Unit.

2. Management Rights (Article 2.3)
Removal of obsolete language.
3. Regular Compensation (Article 4, Section 1)
Language updated to reflect new contract date. Employees will receive a 3% COLA effective 7/1/19 and a 3% COLA effective 7/1/20.
4. Premium Pay (Article 4, Section 2)
Removal of obsolete language.
5. Acting Pay (Article 4, 3)
Language updated to reflect existing policy.
6. Voluntary Special Event Overtime (Article 5, Section 1)
New language. Overtime is voluntary for special events. If the required number of employees needed is not met, City will use inverse seniority to ensure adequate staffing.
7. Standby Pay (Article 5, Section 2)
Language updated to reflect correct workweek.
8. Health and Medical Insurance (Article 6, Section 1)
Removal of obsolete language.
9. Life Insurance (Article 6, Section 1.B)
Increased from \$100,000 to \$150,000.
10. Retirement (Article 6, Section 2.A, B, and D)
Language updated to clarify CalPERS' three benefit plans. Obsolete language removed regarding City's contribution towards retiree medical premiums in 2017 and 2018.
11. Sick Leave (Article 6, Section 3)
Maximum accrual increased from 192 days to 200 days.
12. Holidays (Article 6, Section 4)
If City has holiday closure, employees who do not have enough hours for coverage of lost time will be allowed to carry negative balance. Accruals earned after January 1st will be used to clear negative balance.
13. Vacation (Article 6, Section 5.D.)
Language updated to clarify existing City policy—cash-ins are based upon a fiscal year.
14. Safety Equipment (Article 6, Section 7)
Safety shoe allowance increased from \$200.00 to \$250.00, including sales tax.
15. Hours of Work (Article 7, Section 1.A, D, and E)
Language updated to reflect Building Maintenance Worker position schedule.

16. Rest Periods (Article 7, Section 2)
Employees may take breaks away from work, but must use own personal vehicle if leaving work site.
17. Annual Performance Review (Article 7, Section 8.B)
Stewards will receive a list of upcoming evaluations on a quarterly basis.
18. Disciplinary Action (Article 7, Section 10)
Section deleted. Language already in Personnel Rules and Regulations.
19. Maintenance of Membership (Article 8, Section 1)
Language updated to reflect existing law under SB 866 (Janus v. AFSCME).
20. NonDiscrimination and Equal Opportunity (Article 9, Section 2)
Cleanup language to reflect correct protected classes under existing law.
21. Stewards (Article 10, Section 3)
Language updated – four (4) stewards will receive 50 hours per fiscal year to conduct union business and will record their hours on the City’s online timekeeping system. Language added to reflect existing law under SB 1085 – Union will reimburse City for all compensation and benefits paid to stewards for additional release time that falls outside normal steward duties. Stewards will record additional release time hours on the City’s online timekeeping system.
22. Compensation Study (Article 10, Section 3)
Elimination of obsolete language.
23. Bulletin Board (Article 11)
New language. City will allow Union to post notices regarding Teamster meetings, agendas, minutes, elections and results, social, recreational and related news bulletins, and reports.
24. Job Postings (Article 12)
New language. City will send notification of Miscellaneous unit job openings for posting at their training center.
25. Temporary Employees (Article 14)
Duplicate language removed.
26. Effective Dates (Article 15, Section 2)
Term of Agreement will be July 1, 2019 through June 30, 2021.
27. Reopener (Article 16)
New language. In the case that the City’s cannabis revenue increases to one million dollars (\$1,000,000) at the end of the fiscal year July 1, 2020, the City will reopen negotiations on the issue of longevity.

Attached is a strike out version of the Memorandum of Understanding showing the additions and deletions to the Agreement.

ALTERNATIVES:

1. Do not approve the action the ratification of the Memorandum of Understanding between the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit.

FISCAL IMPACT:

The total fiscal impact to all funds for FY 19/20 is \$110,531 and is allocated for in the current budget.

RESOLUTION NO. 2019-52

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE RATIFICATION
OF A TWO YEAR MEMORANDUM OF UNDERSTANDING AGREEMENT
BETWEEN THE CITY OF COACHELLA AND TEAMSTERS LOCAL 1932,
REPRESENTING THE SANITARY AND MISCELLANEOUS EMPLOYEES
BARGAINING UNIT**

WHEREAS, on August 30, 2017, the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit entered into a Memorandum of Understanding (MOU) setting forth rates of pay, hours of work, and other specific terms and conditions of employment. The term of the MOU was for two years commencing on July 1, 2017 and ending June 30, 2019.

WHEREAS, over the past three (3) months, the City and the Sanitary and Miscellaneous Employees unit have held seven (7) meet and confer meetings to reach agreement on a successor MOU. On September 25, 2019, the City and the Sanitary and Miscellaneous Employees unit reached tentative agreement on terms and conditions for a new two year MOU beginning July 1, 2019 and ending June 30, 2021. On October 1, 2019, the Sanitary and Miscellaneous Employees unit overwhelmingly ratified the tentative agreement. A summary of the new terms are outlined below:

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Probationary employees will be included in the Unit.
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Language updated to reflect new contract date. Employees will receive a 3% COLA effective 7/1/19 and a 3% COLA effective 7/1/20.
4. Premium Pay (Article 4, Section 2)
Removal of obsolete language.
5. Acting Pay (Article 4, 3)
Language updated to reflect existing policy.
6. Voluntary Special Event Overtime (Article 5, Section 1)
New language. Overtime is voluntary for special events. If the required number of employees needed is not met, City will use inverse seniority to ensure adequate staffing.
7. Standby Pay (Article 5, Section 2)
Language updated to reflect correct workweek.
8. Health and Medical Insurance (Article 6, Section 1)
Removal of obsolete language.
9. Life Insurance (Article 6, Section 1.B)
Increased from \$100,000 to \$150,000.

10. Retirement (Article 6, Section 2.A, B, and D)
Language updated to clarify CalPERS' three benefit plans. Obsolete language removed regarding City's contribution towards retiree medical premiums in 2017 and 2018.
11. Sick Leave (Article 6, Section 3)
Maximum accrual increased from 192 days to 200 days.
12. Holidays (Article 6, Section 4)
If City has holiday closure, employees who do not have enough hours for coverage of lost time will be allowed to carry negative balance. Accruals earned after January 1st will be used to clear negative balance.
13. Vacation (Article 6, Section 5.D.)
Language updated to clarify existing City policy – cash-ins are based upon a fiscal year.
14. Safety Equipment (Article 6, Section 7)
Safety shoe allowance increased from \$200.00 to \$250.00, including sales tax.
15. Hours of Work (Article 7, Section 1.A, D, and E)
Language updated to reflect Building Maintenance Worker position schedule.
16. Rest Periods (Article 7, Section 2)
Employees may take breaks away from work, but must use own personal vehicle if leaving work site.
17. Annual Performance Review (Article 7, Section 8.B)
Stewards will receive a list of upcoming evaluations on a quarterly basis.
18. Disciplinary Action (Article 7, Section 10)
Section deleted. Language already in Personnel Rules and Regulations.
19. Maintenance of Membership (Article 8, Section 1)
Language updated to reflect existing law under SB 866 (Janus v. AFSCME).
20. NonDiscrimination and Equal Opportunity (Article 9, Section 2)
Cleanup language to reflect correct protected classes under existing law.
21. Stewards (Article 10, Section 3)
Language updated – four (4) stewards will receive 50 hours per fiscal year to conduct union business and will record their hours on the City's online timekeeping system. Language added to reflect existing law under SB 1085 – Union will reimburse City for all compensation and benefits paid to stewards for additional release time that falls outside normal steward duties. Stewards will record additional release time hours on the City's online timekeeping system.
22. Compensation Study (Article 10, Section 3)
Elimination of obsolete language.

- 23. Bulletin Board (Article 11)
New language. City will allow Union to post notices regarding Teamster meetings, agendas, minutes, elections and results, social, recreational and related news bulletins, and reports.
- 24. Job Postings (Article 12)
New language. City will send notification of Miscellaneous job openings for posting at their training center.
- 25. Temporary Employees (Article 14)
Duplicate language removed.
- 26. Effective Dates (Article 15, Section 2)
Term of Agreement will be July 1, 2019 through June 30, 2021.
- 27. Reopener (Article 16)
New language. In the case that the City’s cannabis revenue increases to one million dollars (\$1,000,000) at the end of the fiscal year July 1, 2020, the City will reopen negotiations on the issue of longevity.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. **Incorporation of Recitals.** The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2. **Title.** Adopt Resolution No. 2019-52, a Resolution of the City Council of Coachella, California, Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Unit.

PASSED, APPROVED and ADOPTED this 9th day of October, 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2019-52 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of October, 2019, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COACHELLA
AND
~~COACHELLA CITY EMPLOYEES ASSOCIATION~~
TEAMSTERS LOCAL 1932**

SANITARY EMPLOYEES AND MISCELLANEOUS EMPLOYEES

JULY 1, 2017⁹ – JUNE 30, 2019²¹

~~COACHELLA CITY EMPLOYEES ASSOCIATION~~
TEAMSTERS LOCAL 1932
SANITARY EMPLOYEES AND MISCELLANEOUS EMPLOYEES
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ARTICLE 1 – PREAMBLE

SECTION 1. INTENT

It is the intent and purpose of the City of Coachella and the ~~Coachella City Employees Association~~ **Teamsters Local 1932**, representing the employees of the City, that this Memorandum of Understanding (“Agreement”) shall set forth rates of pay, hours of work, as well as other terms and conditions of employment to be observed by both parties.

This Agreement has been developed in the interest of promoting and improving employee relations between the City of Coachella, California, hereinafter referred to as the City, and ~~the Coachella City Employees Association~~ **Teamsters Local 1932**, hereinafter referred to as “~~CCEA or Association~~ **Teamsters 1932**”.

Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

SECTION 2. RECOGNITION OF UNION

The City of Coachella acknowledges ~~the Coachella city Employees Association~~ **Teamsters Local 1932** (“~~Association~~ **Teamsters 1932**”) as the sole and exclusive bargaining representative for the following unit:

1. INCLUDED: All permanent full-time **and probationary** employees in the classified service of the City, including but not limited to those classifications listed in Appendix A to this Memorandum of Understanding (“MOU”) as well as all permanent full-time employees who are not within the classified service performing work within the scope of the job descriptions of employees in the classified service of the City.
2. EXCLUDED: All temporary employees as defined in and limited by Article 12 of this Agreement, part-time employees, ~~probationary~~, and all management, confidential and supervisory personnel.
3. When the City creates a new job classification, the City shall give written notice (letter, email, FAX) to ~~the Association~~ **Teamsters 1932** of the bargaining unit assignment, if any, of such classification and the pay range of the classification. ~~The Association~~ **Teamsters 1932** shall have ten (10) working days (Monday-Thursday, excluding holidays) after mailing of such notice to contest the City’s

assignment of the newly created classification to another bargaining unit or to non-bargaining unit status. If ~~the Association~~ **Teamsters 1932** timely contests the assignment of the newly created classification, the parties shall meet to make an effort to reach agreement within ten (10) working days (Monday-Thursday, excluding holidays) on the bargaining unit assignment for the classification. If no agreement within the prescribed timeframe, the City's determination will be final.

ARTICLE 2 – MANAGEMENT RIGHTS

~~CCEA~~ **Teamsters Local 1932** recognizes that the City has the authority to manage and direct, on behalf of the public, all operations and activities of the City to the full extent authorized by law.

1. The City retains the exclusive right to manage and direct City services, the performance of and the work force performing such services. The City retains all of its exclusive management rights, which include, but are not limited to:
 - a. determine the mission of its constituent departments, commission, boards and issues of public policy;
 - b. set standards and levels of service;
 - c. determine the procedures and standards of selection for employment and promotions;
 - d. direct its employees;
 - e. establish and enforce dress and grooming standards;
 - f. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
 - g. maintain the efficiency of governmental operations;
 - h. determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted;
 - i. determine the content and intent of job classifications;
 - j. determine methods of financing;
 - k. determine style and/or type of City-issued wearing apparel, equipment or technology to be used;

- l. determine and/or change the facilities, methods, technology, means, organization structure and site and composition of the work force and allocate and assign work by which the City operations are to be conducted;
 - m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
 - n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
 - o. establish and modify productivity and performance programs and standards;
 - p. for good cause, to discharge, suspend, demote, reprimand, withhold salary and benefits or otherwise discipline employees in accordance with applicable law;
 - q. establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith; take all necessary actions to carry out its mission in emergencies;
 - r. exercise complete control and discretion over its organization and the technology or performing its work; and
 - s. establish reasonable work and safety rules and regulations in order to maintain the efficiency of City services.
2. The exercise by the City through its Council and management representatives, City Manager, Department Directors and Executives, of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure.
 3. ~~Nothing herein precludes bargaining unit employees or Association to challenge a disciplinary action pursuant to Article 7, Section 10.~~

ARTICLE 3– BASIS FOR COMPENSATION

SECTION 1. SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

Salary ranges are established to provide fair compensation to each position covered by this Agreement. Initial appointments shall be made at the minimum step within the approved

pay range. The City Manager may approve a higher starting step if the best interests of the City so require.

SECTION 2. STEP ADVANCEMENT

- A. Salary advancement within each class shall not be automatic, but shall be based upon merit and fitness. All salary increases shall be recommended by the Department Head and approved by the City Manager. Merit increases shall be effective on the employee's anniversary date.
- B. Upon successful and satisfactory completion of six (6) months of service, an eligible employee may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within the range is reached.
- C. Merit increases will be provided for eligible employees based on performance evaluation conducted on employee's service anniversary date and as outlined in this MOU.
- D. The City implemented a performance step recognizing outstanding performance on January 1, 2012. An employee's advancement to the performance step is based on his/her achievement, over the course of the performance appraisal period following his/her anniversary date, of the goals and objectives established and agreed upon between the employee and his/her supervisor and approved by the Director and City Manager. The Labor/Management Committee adopted the appraisal tool criteria for what constitutes outstanding service and goals and objectives in order to be eligible for the performance step on April 1, 2012.

SECTION 3. PROMOTION

- A. An employee who is promoted to a position in a class with a higher salary rate shall be entitled to be placed on the lowest step in the new range which exceeds the employee's present rate of pay by at least five percent (5%).
- B. Upon successful completion of six (6) months of service in the new class, an employee placed in Step A of the salary schedule may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within range is reached.

SECTION 4. RECLASSIFICATION

An employee who is reclassified to a position in a class with a higher salary range shall be entitled to the lowest step in the higher salary range which exceeds the employee’s present rate of pay by a minimum of five percent (5%) of the employee’s base rate of pay.

SECTION 5. DEMOTION

When an employee is demoted, the employee’s base pay rate shall be set at the step in the lower pay range which provides the smallest decrease in pay if the action is not for cause. If the demotion is for cause, the employee’s pay rate shall be set at any appropriate step rate in the lower range that is less than the employee’s existing salary as determined by the City Manager.

SECTION 6. METHODS OF COMPENSATION

- A. Compensation shall be determined on an hourly basis.
- B. Payments due shall be paid on a bi-weekly basis unless otherwise specified. By mutual consent of the parties, early payments and other modifications can be made.
- C. Base hourly salary shall be considered as the regular rate of pay for a particular classification without consideration of any other form of compensation.
- D. No employee may take time off from normal working hours (excluding meal periods) for the purpose of depositing a pay check.

SECTION 7. REQUIREMENTS AS TO CONTINUITY OF SERVICE

- A. Service requirements for advancement within a base salary range and vacation shall be based on continuous service as a regular employee.
- B. Leaves of absence without pay in excess of five (5) days, except for extended military leave, shall be deducted in computing total service but shall not interrupt continuous service.
- C. All unauthorized absences without leave shall be grounds for disciplinary action.

ARTICLE 4 – REGULAR COMPENSATION

SECTION 1. BASE HOURLY SALARY AND CLASS TITLES

The hourly wages effective July 1, 2017⁹ through June 30, 2019²¹ for employees covered by this Agreement are set forth in the Salary Schedule (Appendix A) to this Agreement. Appendix A reflects a three percent (3%) cost of living adjustment effective July 1, 2019. Appendix B reflects a three percent (3%) cost of living adjustment effective July 1, 2020.

For the period of July 1, 2017~~9~~ through June 30, 2019~~21~~, employees will receive an hourly wage based on a forty (40) hour work week.

SECTION 2. PREMIUM PAY

Occasionally, employees will be assigned to do work requiring specific skills and to perform duties not regularly part of their actual job specification that are the duties of a higher paid classification. These temporary assignments are on a spot basis and do not encompass an entire work day. These employees will receive premium pay for the hours actually worked on the special assignment. Assignments shall be made by the Department Head, subject to the approval of the City Manager.

Premium pay shall be paid at the rate of three dollars (\$3.00) per hour. This payment **only** applies to employees required to operate heavy equipment. Employees shall be entitled to a minimum of two (2) hours pay for each assignment.

~~Effective December 1, 1998, additional compensation of one hundred dollars (\$100) per month will be granted to employees assigned as Emergency Preparedness Coordinator.~~

SECTION 3. ACTING PAY

When an employee is asked to substitute in a position higher than the one he/she regularly fills, that employee will be entitled to pay equal to the first step of that higher position (~~or a~~ **not less than** five percent (5%) increase beyond his/her current compensation) for the period of time the employee is asked to take over the duties of the higher level position. An employee will be eligible to earn acting pay at the start of the first day the employee works outside of his/her regular classification.

ARTICLE 5 – SPECIAL COMPENSATION

SECTION 1. OVERTIME COMPENSATION

- A. Employees may be required to work overtime if no employee volunteers or in case of an emergency.
- B. Overtime is work directed to be performed in addition to work of the normal work period for a specific classification. Payment for overtime shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate.

Overtime hours worked will be paid in excess of ten (10) hours worked per day or in excess of forty (40) hours worked per week.

Holiday (including floating holiday) and vacation time used during a work week will count as hours worked for purposes of computing overtime pay for payroll purposes. Compensatory time and sick time used during a work week will not count as hours worked for purposes of computing overtime pay for payroll purposes.

- C. All SCHEDULED overtime and compensatory (comp.) time worked by a non-exempt employee must be approved IN ADVANCE by both the Department Head and the City Manager (or designee) PRIOR to being worked. Evening and weekend EMERGENCY calls must be reported to the Department Head and the City Manager (or designee) on the next working day. Occasional overtime and/or compensatory time required to be worked at the end of the day requires only Department Head approval. Because unauthorized overtime and compensatory time are against City policy, employees who work unauthorized overtime and compensatory time are subject to discipline, up to and including termination.
- D. At the discretion of the Department Head and with the agreement of the employee, compensatory time off may be substituted in lieu of paid overtime. However, no employee may accrue more than one-hundred twenty (120) hours of compensatory time off.
- E. Employees shall have the option of receiving monetary compensation for overtime work or compensatory time off.
- F. **Voluntary Special Event Overtime – in instances where voluntary overtime is requested for special events, the City shall post a voluntary sign-up sheet in all departments four (4) weeks prior to the event, and the suggested number of employees. The sign-up sheets will be posted for four (4) business days. The top senior employees who possess the skills required to perform the overtime will be chosen two (2) weeks prior to the scheduled overtime. If the required number of employees is not met, overtime will be mandatory and the City shall use inverse seniority until it reaches the number of employees necessary.**

SECTION 2. STANDBY PAY

Standby pay will be paid at the rate of eighty five dollars (\$85.00) for a two (2) day weekend and one-hundred thirty five dollars (\$135.00) for a three (3) day weekend. Standby pay will be paid at the rate of two-hundred twenty five dollars (\$225.00) for a seven (7) day week not including a holiday and two-hundred fifty dollars (\$250.00) for a week including a holiday. For purposes of this provision the workweek begins at 12:01 p.m. ~~Friday~~ **Saturday** and concludes 12:00 ~~noon~~ **midnight** the following Friday.

The City agrees to implement a standby rotation system in each division.

SECTION 3. CALL-OUT AND REPORTING PAY

The City agrees to implement an overtime/call-out rotation system for each individual field division. Each individual field division will rotate overtime/call-out assignments within each field division's non-supervisory employees so that line employees are assigned to overtime/call-out duty in an equitable manner, based upon skill set required to complete said overtime/call-out assignment. Disputes over the application of this provision can be processed through the grievance procedure.

If an employee actually works more than two (2) hours call out on any day he/she will be paid for four (4) hours. If he/she works more than four (4) hours call out on any day he/she shall receive eight (8) hours pay. The minimum hour provision in this section shall be paid once for any twenty-four (24) hour day beginning at 12:01 a.m. and ending the following midnight.

SECTION 4. BILINGUAL PAY

A. Additional compensation in the amount of five percent (5%) of base salary may be paid to staff in the following positions whose primary responsibilities require the ability to speak Spanish:

- Accounting Technician (Payroll)
- Accounting Technician (Utilities)
- Business License Technician
- Code Enforcement Aide
- Code Enforcement Officer
- Department Assistant I/II (Administration)
- Department Assistant I/II (Engineering Services)

- Department Assistant I/II (Public Works)
 - Department Assistant I/II (Utilities)
 - Engineering Technician
 - Human Resources Technician
 - Parks Ranger
 - Planning Technician
 - Recreation Services Coordinator
 - Senior Center Assistant
 - Senior Center Coordinator
 - Water Service Worker II
- B. Additional compensation in the amount of twenty-five dollars (\$25.00) per pay period for employees who use their conversational Spanish skills when interacting with the public on a more limited basis:
- Accountant
 - Accounting Technician (Finance)
 - Assistant Engineer
 - Custodian/Building Maintenance
 - Heavy Equipment Operator
 - Public Works/Landscape and Lighting Inspector
 - Public Works Maintenance Workers (Streets and Parks)
 - Senior Accountant
 - Senior Maintenance Worker
 - Senior Water Service Worker I/II/III/IV
 - Street Sweeper Operator
 - Treatment Plant Operator Trainee/I/II/III
 - Vehicle/Equipment Mechanic I/II
 - Water Service Worker I/II
- C. To be eligible to receive bilingual pay, an employee must be serving in an eligible classification and be certified by the City to receive such pay. The City may periodically require evaluation of incumbents receiving bilingual pay.

ARTICLE 6 – WAGE SUPPLEMENTAL BENEFITS

SECTION 1. EMPLOYEE INSURANCE

A. Health and Medical Insurance

1. ~~Beginning in January, 2018, T~~he City will pay up to the median cost of the CalPERS medical premium for single, two-party, and family coverage for employees, spouses, domestic partners and dependents. The specific dollar amounts will change each year based upon CalPERS’ rates. ~~Retroactive to July 1, 2017, the City will pay up to the median cost of the 2017 CalPERS medical premium for single, two party, and family coverage for employees, spouses, domestic partners and dependents.~~
2. Employees with duplicate health coverage may choose to cash in five hundred twenty-five dollars (\$525.00). An employee must submit a written request for payment and annual evidence of duplicate coverage.

B. Life Insurance

The City will provide a \$100,000 ~~\$150,000~~ policy for each employee.

C. Optical and Dental

1. The City will pay full premiums for both optical and dental benefits for employee and dependents.
2. The employees will have the option of having vision coverage of which the City will pay the premiums for the term of this MOU.
3. Employees may decline vision coverage, thereby waiving such coverage and shall receive in cash the fees which would have been paid in the form of such insurance premiums.

D. Long Term and Short Term Disability

All employees are covered by a long term and short term disability insurance policy. The City shall pay the premium for these disability insurance policies.

SECTION 2. RETIREMENT

A. The City contracts with the California Public Retirement System (CalPERS).

Effective October 20, 2012, the City adopted a two-tier retirement plan:

- Employees hired prior to October 20, 2012 are covered under the 3% 60 ~~CalPERS P~~lan formula and will be on the “One Year Final Compensation”

benefit plan. Employees under the 3%@60 CalPERS Plan (First Level) currently pay an 8% member contribution. This amount is set by CalPERS.

- Employees hired on or after October 20, 2012 are covered under the 2%@60 CalPERS Pplan formula (Second Level) and will be on the “Three Year Final Compensation” benefit plan. Employees under the 2%@60 CalPERS Plan currently pay a 7% member contribution. This amount is set by CalPERS.
- ~~Effective~~ Employees hired on or after January 1, 2013, new employees are covered under the 2%@62 CalPERS Pplan formula (PEPRA) and will be on the “Three Year Final Compensation” benefit plan. Employees under the 2%@62 CalPERS Plan currently pay a 6.75% member contribution. This amount is set by CalPERS.

B. ~~Effective July 1, 2012, employees agreed to pay five percent (5%) of the eight percent (8%) member contribution toward this plan.~~

~~Effective July 1, 2013, employees agreed to pay the remaining three percent (3%) of the eight percent (8%) member contribution.~~

C. The City agrees to pay two dollars (\$2.00) per month for the employee’s participation in the 1959 PERS Survivor’s Benefit Program (Government Code sections 21570 et seq.) The PERS premium for uniformed employees shall be paid by employees.

D. The City currently contributes the following amount towards an eligible retiree’s CalPERS medical premium:

~~2017 - \$202.50 per month~~

~~2018 - \$216.00 per month~~

2019 - \$229.50 per month

2020 - \$243.00 per month

2021 - \$256.50 per month

SECTION 3. SICK LEAVE

A. Sick leave shall be earned at the rate of ten (10) hours per month. For purposes of determining annual cash-out or carryover of accumulated sick leave, unused sick leave will be accrued at the rate of ten (10) hours per month and the cash-out carryover will be determined on that rate.

B. Sick leave shall be accrued to a maximum of ~~192~~ 200 days.

C. Cash Out: Termination

1. Retirement: fifty percent (50%) of accrued sick leave.
2. Layoff: fifty percent (50%) of accrued sick leave.
3. Death: fifty percent (50%) of accrued sick leave.
4. Discharged: None

D. Cash Out: Annual

1. Employees have the option of saving all of their yearly sick leave or being paid for it in accordance with these provisions.
2. Payment provisions for unused sick leave shall be based on a fiscal year basis (July 1 to June 30).
3. Employees may cash in, convert to vacation, or accrue one-half of their annual unused sick leave hours at the end of each fiscal year. If none of these options are exercised by the employee, the unused sick leave will automatically be accrued.
4. Sick leave computation pay shall be based on an employee's hourly rate as of June 30, except for retirement or layoff.
5. Upon retirement, employees shall be paid in accordance with the average number of annual hours accumulated and based on the same schedule as the annual cash out. Payment shall be computed at employee's hourly rate at separation.

E. Use of Sick Leave

Sick leave shall be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.

F. Notification of Sickness

1. To receive compensation while absent on sick leave, an employee shall notify his/her immediate supervisor in the manner provided for in Departmental rules and regulations.
2. When absent for more than three (3) consecutive working days, the employee's illness must be verified by a written statement from an attending physician or a personal affidavit stating the fact of the medical necessity for the absence, and the employee shall furnish any other proof

of sickness reasonably required by the Department Head or the City Manager.

G. Family Sick Leave

1. In case of illness of a member of the employee's immediate family, the employee, upon reasonable notice, may take up to one-half of his/her annual sick leave accrual for family sick leave.
2. Immediate family for the purpose of this section shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, stepchild, or guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.
3. Family sick leave shall be deducted from the employee's accumulated sick leave.

H. Return From Sick Leave

Upon return from sick leave, an employee may be required by the Department Head to report for an examination by a City-selected physician to determine fitness for duty.

SECTION 4. HOLIDAYS

A. The following days shall be considered paid holidays.

- New Year's Eve
- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Cesar Chavez's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

- B. If the holiday falls on a Friday or Saturday, it will be observed on the Thursday before as a legal holiday. In addition, if a holiday falls on a Sunday, it will be observed the following Monday. **In the case that the City has a holiday closure, December 24th thru January 1st, employees may use vacation, compensatory time, and floating holidays. In the event employees do not have enough hours for coverage of time lost due to the closure of the City, the City will allow employees to carry a negative balance. Any accruals earned after January 1st will be used to clear an employee's negative balance.**
- C. Floating Holidays
1. In lieu of former holidays (Lincoln's Birthday, Admission Day, and Day After Thanksgiving), employees shall earn three (3) floating holidays.
 2. Floating holidays shall be earned on July 1, and shall be taken during the period between July 1 through June 30 of each year. As of June 30, the floating holidays earned in a fiscal year and unused shall either be cashed out or converted to vacation and carried over to the next fiscal year at the employee's option.
- D. Employees who work on a paid holiday shall be paid at the rate of time and one-half their normal hourly rate, in addition to the straight time pay they normally receive for the holiday, with a minimum of two (2) hours "call in" time guaranteed.
- E. There shall be no accrual of holiday time off.

SECTION 5. VACATION

- A. Employees shall earn vacation as follows:
1. 1st year through 3rd year of service– eleven (11) days per year.
 2. 4th year through 10th year of service – sixteen (16) days per year.
 3. 11th year through 15th year of service – twenty (20) days per year.
 4. 16th year through 20th year of service – twenty-five (25) days per year.
 5. Over twenty (20) years of service – thirty (30) days per year.
- B. An employee may accrue up to the amount that employee accrues in two (2) years. Once this maximum amount has been accrued, the employee shall accrue no further vacation until the accrued level has been reduced to below the maximum. The employee will then again begin accruing but at no time shall the

employee's level accrued vacation exceed the amount of vacation that the employee accrues in two (2) years.

- C. The time of taking vacation shall be determined by the Department Head, subject to review by the City Manager. An employee may take vacation only in increments of full days or complete shifts. A Department Head may approve smaller increments of not less than four (4) hours.
- D. Subject to filing an official request, an employee may cash in up to eighty (80) hours of vacation annually (based on fiscal year: July 1-June 30).
- E. Prior to an employee taking of vacation time, he/she may request and, upon such approval, shall receive a payroll check for the wages which normally would be earned during the duration of the employee's vacation. Employees must give one pay period advance notice of such a request.

SECTION 6. BEREAVEMENT LEAVE

- A. Employees shall be granted three (3) days bereavement leave for purposes of arranging and attending the funeral of a member of the employee's immediate family. Bereavement leave shall only be granted on the employee's regularly scheduled work days. Bereavement leave shall not be deducted from an employee's accrued sick leave.
- B. Immediate family is defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, child, stepchild, guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.
- C. The City may require an employee to submit evidence of the relationship to the employee and the death of the immediate family member.

~~SAFETY~~SECTION 7. SAFETY EQUIPMENT AND UNIFORMS

- A. Uniforms
In the event the City requires employees to wear a special uniform, the City agrees to furnish said uniforms and the laundry thereof at no cost to the employees. Employees provided uniforms shall receive five (5) shirt and pant changes per week.
- B. Safety Shoes

Any employee covered by this agreement whose duties require them to perform work which expose their feet to potential harm or danger shall be required to wear safety shoes during working hours. The specifications for the shoes will be determined by the City. The City shall provide one (1) pair of shoes every July, and will contribute up to two-hundred ~~fifty~~ (~~\$200.00~~ \$250.00) dollars, plus sales tax, towards the purchase. If an employee chooses a shoe whose cost is above what the City contributes, it shall be the responsibility of the employee to pay the difference. The employee must demonstrate to their supervisor that the shoes they wish to replace need to be replaced. Should an employee's work render the shoes ineffective for purposes of foot safety in a period of less than twelve (12) months, that employee must demonstrate to their supervisor or Department Head that the shoes need to be replaced before a second pair will be provided.

C. A City cell phone shall be provided to all workers when placed on standby status.

SECTION 8. JURY DUTY

An employee who is summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary. All jury duty fees received by an employee shall be paid to the City. Compensation for mileage or subsistence allowances while serving on a jury are not considered as a fee and shall be retained by the employee. Any employee who is called as a witness arising out of any matter in the course of his/her City employment shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received by an employee shall be paid to the City along with any mileage payment if the employee uses City transportation. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence.

Nothing herein shall be deemed to affect the right of the City Manager to discuss with the employee the possibility and practicability of seeking an exemption or excuse from jury duty or as a witness as may legally be available, or postponement of such service when absence by the employee would create undue hardship for the employer or the employee's department, or would materially affect required service to the public.

SECTION 9. STATE DISABILITY INSURANCE

All employees covered by this Agreement are covered by the State of California Disability Insurance program. The costs of participating in the program are paid for by the employees.

SECTION 10. EMPLOYEE PHYSICAL EXAMINATION

The City reserves the right to require an employee to submit to a fitness for duty medical examination. In doing so, the City shall comply with the pertinent requirements of the U.S. Americans with Disabilities Act and the California Fair Employment & Housing Act. The City shall pay the cost of the examination. An employee may elect to be examined by his/her physician. If an employee elects to be examined by his/her physician the employee must pay the cost of the examination, and have all City supplied examination forms completed and returned to the City. An employee who fails to comply with the provisions of this section may be disciplined and required to submit to an examination by a City selected physician. The employee shall pay the cost of such an examination. Examinations shall not include testing for drugs.

SECTION 11. EDUCATION REIMBURSEMENT

The City will reimburse employees fifty percent (50%) of tuition for continuing education in non-job related courses and one hundred percent (100%) of tuition for classes in job related courses. Payment is predicated on an employee receiving a 2.0 grade or better, and is based upon a fiscal year. The City will also reimburse employees one hundred percent (100%) of the cost of job-related college preparatory classes, certifications, professional licensure preparatory classes, vehicle or equipment certification and/or Class A or B license fees, and renewal fees on such certifications and/or licenses. The cost to the City for the reimbursements shall not exceed five thousand dollars (\$5,000) per employee for a twelve (12) month period. Requests for reimbursement must be submitted and approved prior to enrolling in a course or applying for a certification, license or renewal.

SECTION 12. MEDICAL FLEX PLAN

The City will provide and administer an “employee benefits plan” for medical expenses pursuant to Section 125 of the Internal Revenue Service Code. Participation in the plan is voluntary. The annual deduction is determined by the Internal Revenue Service.

ARTICLE 7 – WORKING CONDITIONS

SECTION 1. HOURS OF WORK

All departments shall observe office and working hours necessary for the efficient transaction of service as determined by the City Manager. The very nature of the services performed by the City makes it impossible for all departments to operate on the same schedule of working hours.

- A. The employees' normal work period shall be based on a 4/10 work schedule, whereby employees will work ten (10) hours per day Monday through Thursday, between the hours of 5:00 a.m. and 6:00 p.m., with the exception of Senior Center employees, who will be off either Monday or Friday as determined by the City Manager or designee, ~~and~~ the Park Ranger who will work weekends and receive two (2) consecutive days off, **and one Building Maintenance Worker who will be off Sunday, Monday, and Tuesday.**
- B. Overtime shall be paid for hours worked in excess of ten (10) hours per day or in excess of forty (40) hours per workweek.
- C. Holidays, floating holidays and vacation hours will be computed at the rate of ten (10) hours per day.
- D. Work schedules for the Senior Center, ~~and~~ Park Ranger, **and Building Maintenance Worker** employees may vary from the above alternative work schedules based on operational needs. Employees at the Senior Center shall work a 9/80 schedule, ~~and~~ Park Ranger employees shall work five (5) days a week, eight (8) hours a day with two (2) consecutive days off, **and one Building Maintenance Worker shall work a 4/10 schedule with three (3) consecutive days offs.**
- E. Departments may require alternative work schedules for some employees to meet the demands of operations, including weekends and evenings. The City will exercise its efforts in good faith, subject to the requirements of operations to the end that employees will be scheduled on a normal work pattern which shall be four (4) consecutive days on and three (3) consecutive days off in any scheduled work week with the exceptions noted for the Senior Center, ~~and~~ Park Ranger, **and one Building Maintenance Worker.**

SECTION 2. REST PERIODS

- A. Employees may be allowed up to a fifteen (15) minute rest period in accordance with department rules during each half of the regular work day or regular work shift.
- B. Rest periods will not be taken at the beginning or end of either half of the regular work day or work shift.
- C. Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.
- D. Breaks ~~must~~ **may** be taken ~~at~~ **away from** the work site or ~~at a~~ City facility. **If moving by vehicle, employees are required to use their own personal vehicle.**

SECTION 3. MEAL PERIOD

Employees shall be entitled to an unpaid meal period not to exceed one (1) hour per regular work day or regular work shift. The amount of time for the meal period and the procedure for taking a meal period shall be established by departmental rules and regulations.

SECTION 4. ATTENDANCE

Employees shall normally be in attendance at their work in accordance with City regulations governing hours of work, holidays, and leaves. Failure on the part of an employee to notify the City of an absence in accordance with the City's rules shall be considered adequate reason for dismissal.

SECTION 5. OUTSIDE EMPLOYMENT

- A. No employee in the City service shall hold any job or employment outside of the City service without written approval from his or her Department Head or the City Manager. Approval may be requested at any time, shall be renewed each July, and must be re-obtained any time outside employment changes.
- B. Outside employment will not be permitted if (a) it would physically or mentally impair or hamper the employee in the discharge of his/her duties, (b) it would place the employee in conflict with the City in any fashion, or (c) it would reflect adversely upon the employee or the City. The employee may appeal the decision of the Department Head to the City Manager.
- C. The City Manager reserves the right to prohibit any outside employment on the part of any City employee which may be detrimental to the best interests of the City. In such cases, the employee would be given appropriate warning and then

must decide between his or her City position and the outside employment. Employees, may not engage outside business activities while on duty, nor may City equipment or property be used for any other reason than City functions.

- D. The procedure to be followed in requesting approval of outside employment is as follows:
1. Employee must submit a written request to his or her Department Head on a form provided by the City.
 2. The Department Head shall approve or deny the employee's request and notify the requesting employee immediately.
 3. The request, whether approved or denied, shall be routed to the City Manager.
 4. Appropriate follow-up action will be taken if requested (i.e., appeal of denial by employee directly to the City Manager).

SECTION 6. LEAVES OF ABSENCE

A. General Policy

The following types of leave, and no other, are officially recognized: holidays, vacations, sick, military, jury leave and leave without pay. All leaves may be granted by the Department Head in conformance with rules established for each type of leave and shall be referred to the City Manager for approval. All absences of one (1) hour or more must be reported to the personnel office on forms provided by the personnel office and on the payroll records of the payroll clerk.

B. Military Leave

In accordance with provisions of State Law, an employee shall be granted military leave of absence from his/her position during the actual duration of such activity.

SECTION 7. PROBATIONARY PERIOD

- A. The probationary period is an integral part of the employment process. It shall be utilized to observe a new or promoted employee in his/her position, and to reject any employee whose performance does not meet the required work standards.
- B. All original and promotional appointments shall be tentative and subject to a probationary period.

1. Original appointments: A six (6) month probationary period provided that the City, at its discretion, may extend a probationary period for an additional six (6) months. A rehired permanent employee, returning within six (6) months of termination, shall have a six (6) month probationary period and shall have all seniority restored for promotional and vacation purposes.
 2. Promotional appointments: A six (6) month probationary period. The City, at its discretion, may extend a promotional probationary period for an additional six (6) months. The City will notify the union within five (5) working days of any extension of a probationary period.
 3. All sick leave, suspensions or leaves shall extend the probationary period by an equal amount of time.
- C. During the probationary period the Department Head, with the concurrence of the City Manager, may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit his/her continuance in the service. The Department Head shall immediately report such removal to the Human Resources Manager and to the employee and shall state his/her reasons in writing.
- D. If an employee is removed from a position during or at the end of his/her probationary period, and the Human Resources Manager determines that the individual is suitable for appointment to another position, his/her name may be restored to the list from which it was certified. An employee promoted to a new class who does not successfully complete his/her probationary period shall be reinstated to a position in the class occupied by the employee immediately prior to promotion.

SECTION 8. ANNUAL PERFORMANCE REVIEW

- A. Employees shall receive an annual performance review on the anniversary date of their current classification.
- B. **Teamsters Local 1932 shop stewards shall receive a list of all upcoming evaluations on a quarterly basis.**
- BC. Performance evaluations are grievable on a standard grievance form.

SECTION 9. WORKERS' COMPENSATION

All persons employed by the City are covered under the California State Workers' Compensation system. Workers' compensation insurance covers all job-related injuries and provides for payment of medical expenses. Workers' compensation death benefits are provided as required by law. No cost is incurred by the employee for this benefit. All costs are incurred by the City.

SECTION 10. DISCIPLINARY ACTION

~~A. Whenever an employee's performance, attitude, work habits or personal conduct at any time falls below a desirable level, supervisors shall inform the employee promptly and specifically of such lapses. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances a specific incident may justify severe disciplinary action. The action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.~~

~~B. Types of Disciplinary Action~~

~~1. Reprimand: In situations where oral warnings have not resulted in improvement, or where more severe initial action is warranted a written reprimand may be sent to the employee and a copy shall be placed in the employee's personnel file.~~

~~2. Disciplinary Actions: Refer to demotions, reductions in pay, suspensions without pay, and terminations. Disciplinary actions may be imposed upon an employee for good cause only as follows:~~

~~a. The Department Head shall give written notice ("Notice of Proposed Discipline") to the employee and the Human Resources Manager of the cause or causes for such disciplinary action, together with a narrative written statement of the facts relied upon to establish the basis for the proposed disciplinary action. Any documents relied upon by the Department Head in establishing cause shall be provided to the employee and the Human Resources Manager with the "Notice of Proposed Discipline."~~

- b. ~~The Department Head may not impose the disciplinary action proposed in the “Notice of Proposed Discipline” before conducting a formal (“Skelly”) meeting with the employee, if the employee and/or Association request such a meeting. The employee and Association shall have five (5) working days (Monday-Thursday, excluding holidays) from receipt of the “Notice of Proposed Discipline” to request a meeting with the Department Head.~~
- c. ~~If the employee or the Association requests a meeting within the time frame outlined in paragraph (b) above, the Department Head shall schedule a meeting and shall give at least ten (10) working days (Monday-Thursday, excluding holidays) written notice of such meeting to the employee and the Association.~~
- d. ~~At the meeting referred to in the preceding paragraph, the employee and/or the Association shall be permitted to present any competent and relevant evidence tending to prove or disprove the facts upon which the disciplinary action is based. The Department Head may be accompanied or otherwise assisted in disciplinary matters by staff and/or legal counsel. Based on his/her review of the evidence following the meeting, the Department Head may affirm, modify or rescind the proposed disciplinary action. Within five (5) working days (Monday-Thursday, excluding holidays) following the meeting, the Department Head shall give written notice of his/her determination and “Order of Discipline” to the employee and the Human Resources Manager.~~
1. ~~Appeals of Disciplinary Actions: The decision of the Department Head is final and not subject to further appeal except for terminations, disciplinary suspensions without pay, demotions and pay reductions for disciplinary purposes, which may be appealed as follows:~~
- a. ~~Within ten (10) working days (Monday-Thursday, excluding holidays) of receiving the Order of Discipline, the employee or the Association shall submit a written appeal to the Human Resources Manager.~~

- b. ~~A Hearing Panel composed of three (3) people will hear the appeal. One (1) member of the Hearing Panel shall be appointed by the employee, and one member of the Hearing Panel shall be appointed by the Human Resources Manager. The third member of the Hearing Panel, who shall act as chair, shall be mutually selected by the employee and the Human Resources Manager from a list of arbitrators to be obtained from the California State Mediation and Conciliation Service, which list shall be requested within five (5) working days (Monday Thursday, excluding holidays) from the date of the appeal. After the selection of the arbitrator, the Human Resources Manager shall schedule an evidentiary hearing before the Hearing Panel within twenty (20) working days (Monday Thursday, excluding holidays) from the date of the appeal, or as soon as possible depending upon the availability of the arbitrator. Each side shall bear the cost of their individually selected panel member, and the cost of the mutually selected panel member shall be borne equally by the City and the Association.~~
- c. ~~Within ten (10) working days (Monday Thursday, excluding holidays) of the close of said hearing, the Hearing Panel shall provide a written statement of its recommendation, including any findings, to the Human Resources Manager and the employee.~~
- d. ~~Within five (5) working days (Monday Thursday, excluding holidays) after their respective receipt thereof, the Human Resources Manager shall forward the Hearing Panel's written statement of recommendation to the City Manager for his consideration.~~
- e. ~~The City Manager shall review and consider the record of the proceedings before the hearing panel, and shall accept, reject or modify the recommendation and/or findings. Written notice of the decision and any required findings by the City Manager shall be delivered to the employee within ten (10) working days (Monday~~

Thursday, excluding holidays) of the City Manager's receipt of the Hearing Panel's statement of recommendation. The decision of the City Manager shall be final and not subject to any further appeal.

SECTION 140. SEPARATION

All separations of employees from positions in the classified service shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, layoff, disability, death, retirement, and dismissal.

A. Resignation

An employee may resign by submitting to his/her Department Head in writing the reasons therefore and the effective date. As much advance notification as possible is requested but a minimum of two weeks' notice is desired. Failure to comply with this requirement may be cause for denying future employment with the City.

B. Layoff

1. Purpose for Layoffs

For reasons of economy, efficiency, or in the interest or mandate of the public, reductions of City services may be required. Whenever, in the judgment of the City Council, it becomes necessary, the City Council may eliminate positions, and the employees holding such positions may be laid off.

2. Seniority and Order of Layoff

a. Seniority shall be by date of first employment in the employee's current classification. Layoffs shall be in reverse seniority order in the affected classification, with junior employees being laid off before senior employees. No full-time permanent employee may be laid off while any temporary, probationary or part-time employees, or any employees with less seniority are retained in the affected classification. A senior employee who is to be laid off shall have the right to bump a junior employee in a lower paying classification provided that the senior employee shall have

- previously established permanent status in the position into which she/he wishes to bump.
- b. If an employee exercises bumping rights to a lower classification, said employee shall have the right to be the next person promoted to the classification from which he or she was laid off for a period of 24 months from the effective date of the lay-off action.
3. The duties performed by an employee laid off may be reassigned to other employees already working who hold positions in appropriate classes.
 4. Reinstatement List and Recall Rights
 - a. Full-time permanent employees of the City who are laid off from the competitive service in good standing shall have their names placed on a recall list for a period not to exceed two (2) years from date of layoff, and shall be eligible for recall for any vacancies within the same position classification held by the employee, provided that the employee meets the minimum qualification and is able to perform the duties of the job. Laid off employees applying for vacancies in other position classifications shall be given preference provided they meet the minimum qualifications for the position and are able to perform the duties of the job.
 - b. Once recalled, reinstated employees will be restored to the same seniority rights and benefits in effect for the employee at time of layoff, unless subsequent changes in the MOU have been made in the intervening time regarding a particular benefit, in which case the newer MOU language regarding benefit entitlement will take precedent.
 - c. After expiration of the two (2) year recall list, laid off employees will be treated the same as internal candidates for employment recruitment purposes only in accordance with the “Recruiting, Hiring and Promotions of Classified Employees” policy for a period of twelve (12) months after approval of this MOU.
 5. Payment for Accumulated Leave

The laid-off employee shall have the option of receiving payment for any accumulated vacation leave compensatory time, or “frozen” sick leave with a cash value in accordance with the provisions of the MOU and respective City policies, at any time during the layoff period. Payment shall be made in one (1) full payment. An employee electing to defer automatic payment of these leave balances by the City must notify the Human Resources Department in writing of their choice. If payment is not selected at the end of the two (2) year period the City will automatically pay the employee the amount to which he or she is entitled. Once an employee elects payment of any balances, the payment will be subject to the provisions applicable for those programs in effect at the time of reinstatement.

6. Severance Pay

The laid-off employee will be provided four (4) weeks of severance pay.

C. Disability

An employee may be separated when he/she cannot perform the essential duties of the position with or without reasonable accommodation(s) because of physical or mental disability. Action may be initiated by the employee, his/her legal representative, or the City, but in all cases, it must be supported by medical evidence acceptable to the City Manager. The City may require an examination at its expense to be performed by a City selected physician.

D. Death

Separation shall be effective as of the date of death. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums which by law must be paid to the surviving spouse.

E. Retirement

Whenever an employee meets the conditions set forth in these rules and PERS Regulations, he/she may elect to retire and receive all benefits earned under the Retirement Plan.

F. Dismissal

The City Manager may dismiss any employee for the good of the service. Reasons for dismissal may include, but shall not be limited to:

1. Failure to meet the prescribed standards of work, morality and ethics to an extent that makes an employee unsuitable for any kind of employment in the City service.
2. Theft or destruction of City property.
3. Incompetence, inefficiency, or negligence in the performance of duty.
4. Insubordination that constitutes a serious breach of discipline.
5. Conviction of a criminal offense.
6. Notoriously disgraceful personal conduct.
7. Unauthorized absences or abuse of leave privileges.
8. Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.
9. Falsification of records or use of official position for personal advantage.
10. Intoxication or drinking during working hours or drinking on City property.
11. If an employee's wages are garnished for more than three (3) debts within one (1) year, such an employee may be subject to disciplinary action.

Any employee who has been discharged shall be entitled to receive a written statement of the reasons for such action and to a hearing before the City Manager if he/she so requests, as provided in these rules.

G. City Equipment

At the time of separation and prior to final payment, all records, assets and other items of City property in the employee's custody shall be transferred to the Department Head and certification to this effect shall be executed by the employee. Any amount due because of a shortage in the above shall be collected through appropriate legal action if not voluntarily paid by the employee.

H. Rights of Employees

Regular employees who separate from City employment shall receive payment for all earned salary and earned annual leave.

ARTICLE 8 – SECURITY PROVISIONS

SECTION 1. DUES CHECKOFF

CCEA Teamsters Local 1932 is authorized to use payroll deductions for collecting employee organizational dues on a monthly basis.

SECTION 2. MAINTENANCE OF MEMBERSHIP

~~A. Any unit member who is a member of the CCEA (“Association”) or who has applied for membership, may sign and deliver to the City an assignment authorizing deduction of membership dues, initiation fees, and general assessments in the Union. Pursuant to such authorization, the City shall deduct the monthly amount certified by the Association to be the dues required for the employee’s membership in the Association from the unit member’s regular paycheck. Any unit member who is a member of the Association shall maintain membership for the duration of the Collective Bargaining Agreement.~~

~~B. Any unit member who is not a member of the Association or who does not make application for membership within 30 days following ratification between the parties or within 30 days from the date of commencement of assigned duties, shall become a member of the Association shall pay to the Association a fee in an amount equal to membership dues, initiation fees, and general assessments via automatic payroll deduction by the City and in the same manner as set forth in paragraph A of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.~~

~~1. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting labor organizations and shall not be required to join or financially support the labor organizations and shall not be required to join or financially support the Union; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious non-labor organizations, charitable funds, which are exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

- ~~a. United Way~~
- ~~b. American Cancer Society~~
- ~~c. To be determined~~

2. ~~Any employee claiming these exemptions shall furnish the Union and the City with copies of receipts from the charity selected as proof that such payments have been made or shall authorize payroll deduction of such payments. Such proof shall be presented on or before January 1 of each year.~~
- C. ~~With respect to all sums deducted by the City pursuant to paragraphs A and B above, whether for membership dues or agency fee, the City agrees to remit such moneys promptly to the Association together with alphabetical list of employees for whom such deductions have been made, categorizing them as to member or non-members of the Association and indicating any changes in personnel from the list previously furnished.~~
- D. ~~The Association agrees to furnish any information needed by the City to fulfill the provisions of this Article.~~
- E. ~~The Association shall comply with the requirements of Government Code Section 3502.5(f) and shall timely provide to both the City and to the bargaining unit members the required annual financial information.~~
- F. ~~The Association shall indemnify and hold harmless the City, its City Council members, officers, agents, attorneys and employees from any and all claims, demands, suits or other liability and/or expense pertaining to the organizational security provisions of this agreement, the process, or decision of the union, provided that the union shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.~~

The Union shall have the sole and exclusive right to have membership dues deducted by the City for employees covered under this Agreement, upon appropriate written authorization submitted by such employees to Teamsters Local 1932. Teamsters Local 1932 shall advise the City in writing of the membership dues to be deducted for each member. The City shall make remittance to the Union within fifteen (15) working days of the deduction of such sums. Teamsters Local 1932 shall notify the City in writing of any change in dues thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a membership dues authorization.

Teamsters Local 1932 shall notify the City in writing of any employee who hereinafter comes into the bargaining unit and who has provided appropriate written authorization to Teamsters Local 1932. The City shall deduct the approved bi-weekly membership dues within the first pay period upon receiving written notification from Teamsters Local 1932.

The City shall forward a monthly report to the Union and the Assigned Business Agent, which will include any all personnel actions (new hires, terminations, transfers, promotions, home address changes, etc.) within the Unit.

SECTION 3. CHANGES IN COMPENSATION AND BENEFITS

The City will provide the ~~CCEA~~ Teamsters Local 1932 with any greater economic benefits provided to any other bargaining unit that they may receive, either through settlement or impasse proceedings, from contracts effective after July 1, 2017~~9~~, including fact finding or mediation.

ARTICLE 9 – GENERAL PROVISIONS

SECTION 1. USE OF VEHICLES AND CREDIT CARDS

A. Vehicles

City-owned vehicles may be used only when employees are in the official discharge of their duties. No person may ride in a City-owned vehicle unless on City business. Absolutely no hitchhikers may be picked up at any time. City vehicles may not be used for personal business and such use shall be grounds for disciplinary action. Keeping a City vehicle overnight and use to and from work is not necessarily considered as discharge of duties. Such use may be allowed only as a condition of employment or if an employee's job is of a nature that requires him/her to respond to an emergency or call-in.

B. Speed Limit

City vehicles shall be driven in compliance with all State, City and County laws, rules and ordinances. No vehicle shall be driven above the posted speed limit except when the necessary sirens and lights are used while responding to emergency situations.

C. Courtesy

All common courtesies of the road shall be exercised whenever practical. The manner in which vehicles are operated reflect upon the reputation of all City employees.

D. Accidents

All accidents involving City vehicles and private property are to be reported to the Police Department immediately and to the City Manager as prescribed by the City's accident report procedure. Failure to report any accident involving City vehicles within one (1) working day may be construed as an attempt to conceal the accident. An employee may be warned, suspended or terminated for failing to comply with this provision.

E. ~~CCEA~~ **Teamsters Local 1932** and the City jointly recognize the need for safe equipment and the proper operation of all equipment. To help achieve a safe work environment the parties agree that:

1. Every effort will be made to ensure that all motorized equipment is maintained properly with prompt repairs made as needed.
2. Each equipment accident will be analyzed. A formal report will be made available to all involved employees. Employees judged to have contributed to an accident may be held financially responsible for damages.
3. An employee has the right to question if a vehicle is safe to operate.
4. Vehicle check lists will be used for all vehicular equipment.

F. Parking

City vehicles which are taken home by employees shall not be parked on public streets.

G. Unattended Vehicles

The California Vehicle Code makes it unlawful to leave vehicles running and unattended. Violations of this law will result in disciplinary action.

H. Backing of Vehicles

No City trucks will be backed up without the assistance of a second person stationed on the rear of and to the side of a City truck while they are being backed up.

I. Credit Cards

City-owned gasoline company credit cards are to be used only when it is impractical to use City facilities at City Hall. Credit cards shall not be used for meals or lodging unless authorized in advance by the City Manager.

SECTION 2. NONDISCRIMINATION AND EQUAL OPPORTUNITY

- A. The City and ~~CCEA~~ **Teamsters Local 1932** agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.
- B. The parties agree to cooperate actively and positively in supporting the concept of equal opportunity for all employees and to seek and achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement and assistance opportunities so that all employees may utilize their abilities to the fullest extent.
- C. The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential.
- D. The provisions of this agreement shall be applied equally to all employees subject to the agreement without regard to sex (**including pregnancy, gender identity, gender expression and sexual orientation**, marital status, race, color, ~~creed~~, religion, national origin, ~~union affiliation, political affiliation, ancestry~~, mental disability, physical disability, ~~sexual orientation~~, age (40 and above), ~~veteran status or~~ medical condition (cancer or genetic characteristic), **or any other protected class under applicable law.**

SECTION 3. ACCESS TO AGREEMENT

Upon enactment of this agreement, the City will, within thirty (30) days, provide each employee with a copy of this Agreement.

SECTION 4. REPRESENTATION

It is agreed that the bargaining unit covered by the Agreement does not include management personnel.

SECTION 5. NO STRIKE/NO LOCK OUT

The Association ~~Teamsters Local 1932~~, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, stick-out, or any other job action by withholding or refusing to perform services.

The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

ARTICLE 10 – EMPLOYEE/EMPLOYER RELATIONS

SECTION 1. LABOR/MANAGEMENT COOPERATION COMMITTEE

A Labor/Management Committee shall be established for the following purposes:

- A. To improve communication between representatives of Labor and Management;
- B. To study and explore ways of eliminating potential problems between the City and its employees;
- C. This Committee is not intended to circumvent, replace or modify the grievance procedure.
- D. The City and ~~CCEA~~ **Teamsters Local 1932** agree to create a subcommittee to meet and confer on revisions to City's Personnel Rules.

SECTION 2. GRIEVANCES

- A. Extent – A grievance of a wrong, real or fancied, considered by an employee as grounds for complaint, except in a case of a personnel action arising out of position, classification pay, demotion, suspension and dismissal. The adjustment of complaints arising therefrom are separately provided for.
- B. Policy - The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. Accordingly, the following procedure is established.

- C. Procedure – An employee or the employee representative shall first present the grievance to the employee’s immediate supervisor, who shall make inquiry into the facts and circumstances of the complaint. The supervisor shall attempt to resolve the matter promptly and fairly.

An employee, if dissatisfied with the decision of the supervisor, may submit the grievance in writing to the Department Head. The Department Head shall make a separate investigation and inform the employee in writing of his/her decision and the reason therefore within seven (7) working days (Monday-Thursday, excluding holidays) after receipt of the employee’s grievance. If the employee is dissatisfied with the Department Head’s decision he/she may request in writing a review by the City Manager within seven (7) working days (Monday-Thursday, excluding holidays) following the receipt of the decision of the Department Head. The City Manager shall make an investigation and conduct such hearings as he/she deems necessary and shall within fifteen (15) working days (Monday-Thursday, excluding holidays) after the receipt of the employee’s request for review, inform the employee in writing of his/her findings and decision. The decision of the City Manager shall be final. The City shall make available to the employee or the employee representative a standard grievance form.

If a grievance challenges an action of the City Manager taken prior to the time it would reach him/her under this procedure, he/she shall not review the grievance as City Manager. The final step in the procedure shall be reviewed by the City Manager or equivalent official from another local agency who shall discharge the function normally performed by the City Manager under this procedure.

SECTION 3. STEWARDS

The Association ~~Teamsters Local 1932~~ may be represented by ~~CCEA Officers~~ four (4) Stewards. The Association ~~Teamsters Local 1932~~ shall notify the City in writing of the employees selected to act as ~~CCEA Officers~~ Stewards, as well as to provide notice if employee representation changes during the term of this Memorandum of Understanding. ~~CCEA Officers~~ Stewards shall, unless performing ~~CCEA Officer~~ steward representative duties, shall be and remain at their regular place of work. ~~CCEA Officers~~ shall be authorized to devote time during working hours to perform the following duties, for which the City will pay for reasonable periods of time to

~~perform those duties: to present a grievance, to investigate a grievance, to confer with a Association legal staff and/or Department Head and to attend grievance meetings with Department Heads and/or the City Manager.~~ Not more than one (1) of the designated steward representatives may participate in any special meeting to resolve a problem within the scope of bargaining or grievance hearing at one time, unless authorized by the City Manager.

The City will provide Teamsters Local 1932 fifty (50) hours per fiscal year per steward for all steward meetings, trainings, and executive board meetings during work hours. Any unused hours remaining at the end of the fiscal year will not carry over. This release time shall be paid City time. Stewards are required to inform their immediate supervisor of such meetings, trainings, and executive board meetings a minimum of five (5) business days in advance. Supervisors have the discretion to deny attendance to ensure that work locations are adequately covered if necessary. Stewards will record the date and amount of time spent on such activities using the City's online timekeeping system.

In accordance with SB 1085, Teamsters Local 1932 agrees to reimburse the City for all compensation and benefits paid to a steward for additional release time requested by Teamsters Local 1932 that fall outside normal steward duties, as listed above. Stewards will record the date and amount of time spent on additional release time using the City's online timekeeping system. The City will submit a request for reimbursement to Teamsters Local 1932 on a monthly basis and Teamsters Local 1932 will reimburse the City within thirty (30) days of receipt of said request.

SECTION 3. COMPENSATION STUDY

~~The City agrees to complete a new Compensation Study, using an agency other than Koff & Associates, by no later September 1, 2017. Employees whose rate of pay is found to be below the median of the specified cities used in the 2017 Koff & Associates study will be placed on the lowest step in the new range which exceeds the employee's present rate of pay by at least five percent (5%). Any pay adjustments will be retroactive to July 1, 2017. Any employee found to be above the median will not be Y-rated nor have their pay reduced.~~

ARTICLE 11 – BULLETIN BOARD

The City will furnish a reasonable portion of existing bulletin board space for notices of Teamsters. Only areas designated by the appropriate authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- A. Scheduled Teamsters meetings, agendas and minutes.
- B. Information on Teamsters elections and the results.
- C. Information regarding Teamsters social, recreational, and related news bulletins.
- D. Reports of official business of Teamsters, including reports of committees or the Board of Directors.

ARTICLE 12 – JOB POSTINGS

The City will send notification of Miscellaneous Unit job openings to Teamsters for posting at their Training Center.

ARTICLE 131 – CONTRACTING

In the event the City determines a service and/or program will be contracted out, City agrees that any Request for a Proposal for contracting out a service and/or program will not displace any current employee. The City will agree to meet and confer with the ~~Association~~ Teamsters Local 1932 and give notice as required by law.

ARTICLE 142 – TEMPORARY EMPLOYEES

The City shall have the right to hire temporary employees (casuals) at the appropriate classification as outlined in this MOU as determined by the Department Head. Such employees shall not be covered by this MOU and shall not be employed in excess of one hundred twenty (120) consecutive **working** days within any twelve (12) **month** calendar ~~month~~ period ~~time~~. If an **temporary** employee is employed in excess of one hundred twenty (120) consecutive **working** days **in a calendar year**, then that **temporary** employee will be covered by the MOU and become a regular employee.

~~A temporary employee may hold a position for one hundred twenty (120) working days in any twelve (12) month period. If an employee is employed in excess of one hundred twenty (120)~~

~~working days, then that employee will be covered by the MOU and become a regular employee.~~

SECTION ~~ARTICLE 15~~3 – EFFECTIVE DATES

SECTION 1. PROVISION EFFECTIVE

The provisions of this Agreement shall be effective commencing July 1, 2017~~9~~, except as otherwise specified in this Agreement and shall remain in effect until June 30, 204~~9~~21, or until superseded by another Agreement.

SECTION 2. SEPARABILITY

If any section, subsection, sentence, or clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement. The City and ~~CCEA~~ Teamsters Local 1932 hereby declare that they would have enacted this Agreement and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

ARTICLE 16 – REOPENER

In the case that the City's cannabis revenue increases to one million dollars (\$1,000,000) at the end of the fiscal year July 1, 2020, the City will reopen negotiations on the issue of longevity.

Signed this _____ day of _____, 2017~~9~~

CITY OF COACHELLA

William B. Pattison
City Manager

**COACHELLA CITY EMPLOYEES
ASSOCIATION
TEAMSTERS LOCAL 1932**

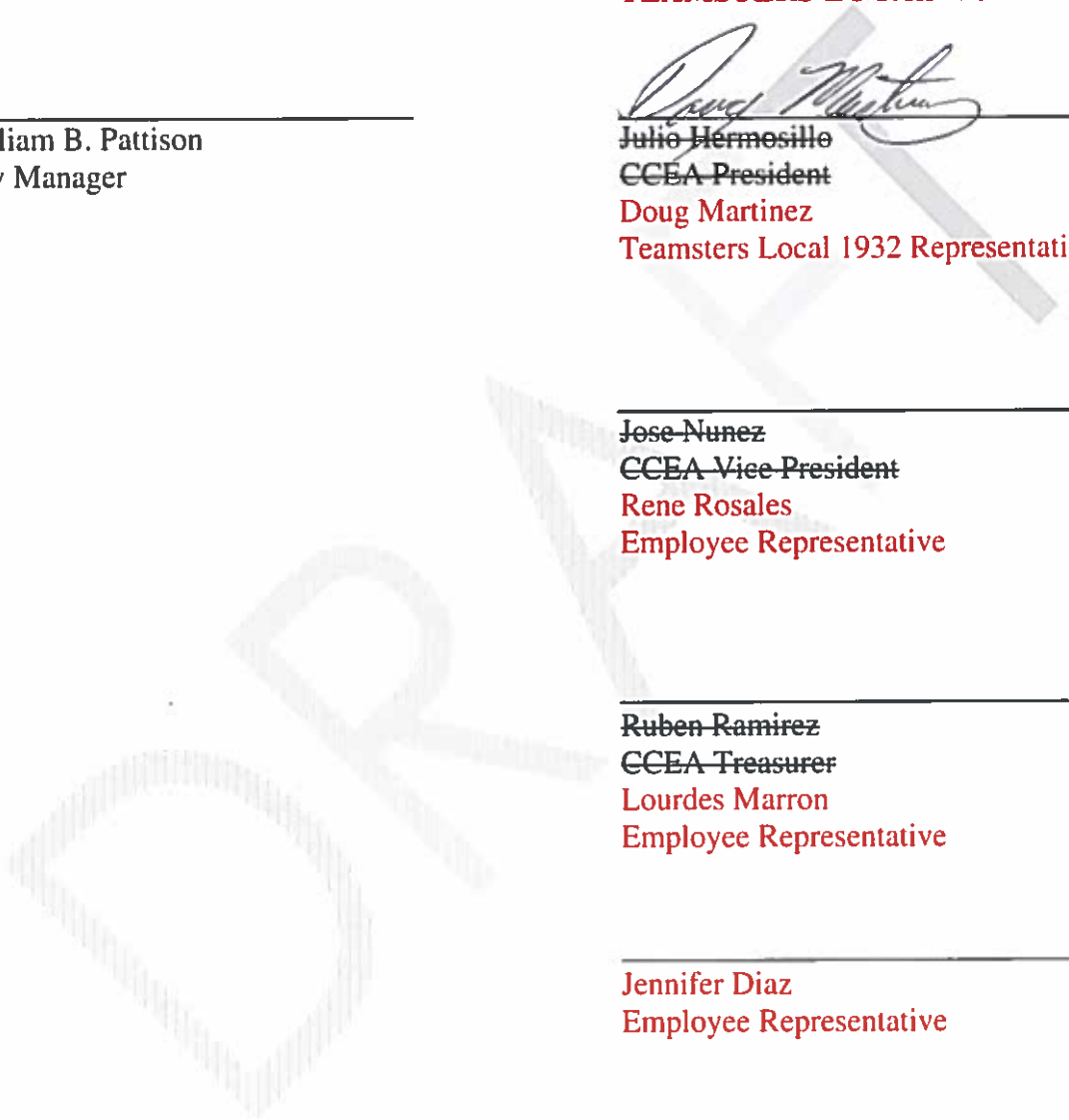


Julio Hermosillo
CCEA President
Doug Martinez
Teamsters Local 1932 Representative

Jose Nunez
CCEA Vice President
Rene Rosales
Employee Representative

Ruben Ramirez
CCEA Treasurer
Lourdes Marron
Employee Representative

Jennifer Diaz
Employee Representative



City of Coachella - Salary Schedule
Sanitary/Miscellaneous Employees
July 1, 2019 - June 30, 2020
3% COLA effective July 1, 2019

Position Title	Step	A	B	C	D	E	Performance
							Step (5%) "0"
Accountant	h	29.98	31.48	33.04	34.70	36.44	38.26
	m	5196.53	5456.53	5726.93	6014.67	6316.27	6631.73
	a	62358.40	65478.40	68723.20	72176.00	75795.20	79580.80
<i>Grade 13</i>							
Accounting Technician	h	25.49	26.77	28.10	29.51	30.99	32.55
	m	4418.27	4640.13	4870.67	5115.07	5371.60	5642.00
	a	53019.20	55681.60	58448.00	61380.80	64459.20	67704.00
<i>Grade 7</i>							
Assistant Engineer	h	36.72	38.56	40.49	42.52	44.65	46.89
	m	6364.80	6683.73	7018.27	7370.13	7739.33	8127.60
	a	76377.60	80204.80	84219.20	88441.60	92872.00	97531.20
<i>Grade 21</i>							
Building Inspector I	h	28.77	30.19	31.69	33.28	34.95	36.69
	m	4986.80	5232.93	5492.93	5768.53	6058.00	6359.60
	a	59841.60	62795.20	65915.20	69222.40	72696.00	76315.20
<i>Grade 11</i>							
Building Inspector II	h	32.95	34.58	36.32	38.13	40.03	42.03
	m	5711.33	5993.87	6295.47	6609.20	6938.53	7285.20
	a	68536.00	71926.40	75545.60	79310.40	83262.40	87422.40
<i>Grade 19</i>							
Business License Technician	h	25.49	26.77	28.10	29.51	30.99	32.55
	m	4418.27	4640.13	4870.67	5115.07	5371.60	5642.00
	a	53019.20	55681.60	58448.00	61380.80	64459.20	67704.00
<i>Grade 7</i>							
Code Enforcement Aide	h	15.45	16.22	17.04	17.88	18.78	19.71
	m	2678.00	2811.47	2953.60	3099.20	3255.20	3416.40
	a	32136.00	33737.60	35443.20	37190.40	39062.40	40996.80
<i>Grade 10</i>							
Code Enforcement Officer	h	27.00	28.35	29.77	31.26	32.82	34.44
	m	4680.00	4914.00	5160.13	5418.40	5688.80	5969.60
	a	56160.00	58968.00	61921.60	65020.80	68265.60	71635.20
<i>Grade 9</i>							
Construction Project Coordinator	h	36.68	38.52	40.44	42.46	44.58	46.80
	m	6357.87	6676.80	7009.60	7359.73	7727.20	8112.00
	a	76294.40	80121.60	84115.20	88316.80	92726.40	97344.00
<i>Grade 20</i>							
Building Maintenance Worker	h	20.98	22.03	23.13	24.29	25.49	26.78
	m	3636.53	3818.53	4009.20	4210.27	4418.27	4641.87
	a	43638.40	45822.40	48110.40	50523.20	53019.20	55702.40
<i>Grade 2</i>							
Department Assistant I	h	20.98	22.03	23.13	24.29	25.49	26.78
	m	3636.53	3818.53	4009.20	4210.27	4418.27	4641.87
	a	43638.40	45822.40	48110.40	50523.20	53019.20	55702.40
<i>Grade 2</i>							
Department Assistant II	h	22.02	23.12	24.27	25.48	26.76	28.10
	m	3816.80	4007.47	4206.80	4416.53	4638.40	4870.67
	a	45801.60	48089.60	50481.60	52998.40	55660.80	58448.00
<i>Grade 3</i>							
Electrician/Instrumentation Technician	h	32.06	33.66	35.35	37.11	38.98	40.90
	m	5557.07	5834.40	6127.33	6432.40	6756.53	7089.33
	a	66684.80	70012.80	73528.00	77188.80	81078.40	85072.00
<i>Grade 18</i>							
Engineering Technician	h	27.60	28.98	30.44	31.95	33.55	35.24
	m	4784.00	5023.20	5276.27	5538.00	5815.33	6108.27
	a	57408.00	60278.40	63315.20	66456.00	69784.00	73299.20
<i>Grade 17</i>							

City of Coachella - Salary Schedule
Sanitary/Miscellaneous Employees
July 1, 2019 - June 30, 2020
3% COLA effective July 1, 2019

Position Title	Step	Performance Step (5%)					
		A	B	C	D	E	"0"
Fleet Services Coordinator	h	37.81	39.72	41.69	43.78	45.96	48.27
	m	6553.73	6884.80	7226.27	7588.53	7966.40	8366.80
	a	78644.80	82617.60	86715.20	91062.40	95596.80	100401.60
<i>Grade 22</i>							
Heavy Equipment Operator	h	25.33	26.57	27.91	29.30	30.77	32.30
	m	4390.53	4605.47	4837.73	5078.67	5333.47	5598.67
	a	52686.40	55265.60	58052.80	60944.00	64001.60	67184.00
<i>Grade 23</i>							
Human Resources Technician	h	27.51	28.88	30.32	31.84	33.44	35.12
	m	4768.40	5005.87	5255.47	5518.93	5796.27	6087.47
	a	57220.80	60070.40	63065.60	66227.20	69555.20	73049.60
<i>Grade 24</i>							
Parks Ranger	h	24.50	25.73	27.03	28.37	29.79	31.28
	m	4246.67	4459.87	4685.20	4917.47	5163.60	5421.87
	a	50960.00	53518.40	56222.40	59009.60	61963.20	65062.40
<i>Grade 25</i>							
Planning Technician	h	26.02	27.32	28.69	30.12	31.62	33.21
	m	4510.13	4735.47	4972.93	5220.80	5480.80	5756.40
	a	54121.60	56825.60	59675.20	62649.60	65769.60	69076.80
<i>Grade 8</i>							
Public Works/Landscape & Lighting Inspector	h	32.95	34.58	36.32	38.13	40.03	42.03
	m	5711.33	5993.87	6295.47	6609.20	6938.53	7285.20
	a	68536.00	71926.40	75545.60	79310.40	83262.40	87422.40
<i>Grade 19</i>							
Public Works Parks Maintenance Worker Trainee/I/II	h	20.98	22.03	23.13	24.29	25.49	26.78
	m	3636.53	3818.53	4009.20	4210.27	4418.27	4641.87
	a	43638.40	45822.40	48110.40	50523.20	53019.20	55702.40
<i>Grade 2</i>							
Public Works Streets Maintenance Worker Trainee/I/II	h	21.65	22.73	23.88	25.06	26.31	27.63
	m	3752.67	3939.87	4139.20	4343.73	4560.40	4789.20
	a	45032.00	47278.40	49670.40	52124.80	54724.80	57470.40
<i>Grade 26</i>							
Recreation Services Coordinator	h	23.09	24.23	25.44	26.71	28.05	29.45
	m	4002.27	4199.87	4409.60	4629.73	4862.00	5104.67
	a	48027.20	50398.40	52915.20	55556.80	58344.00	61256.00
<i>Grade 4</i>							
Senior Accountant	h	35.23	37.00	38.83	40.78	42.82	44.95
	m	6106.53	6413.33	6730.53	7068.53	7422.13	7791.33
	a	73278.40	76960.00	80766.40	84822.40	89065.60	93496.00
<i>Grade 16</i>							
Senior Center Assistant	h	20.98	22.03	23.13	24.29	25.49	26.78
	m	3636.53	3818.53	4009.20	4210.27	4418.27	4641.87
	a	43638.40	45822.40	48110.40	50523.20	53019.20	55702.40
<i>Grade 2</i>							
Senior Center Coordinator	h	24.36	25.57	26.86	28.20	29.61	31.10
	m	4222.40	4432.13	4655.73	4888.00	5132.40	5390.67
	a	50668.80	53185.60	55868.80	58656.00	61588.80	64688.00
<i>Grade 6</i>							
Senior Code Enforcement Officer	h	31.04	32.59	34.23	35.95	37.73	39.63
	m	5380.27	5648.93	5933.20	6231.33	6539.87	6869.20
	a	64563.20	67787.20	71198.40	74776.00	78478.40	82430.40
<i>Grade 15</i>							
Senior Maintenance Worker	h	25.14	26.39	27.72	29.11	30.56	32.09
	m	4357.60	4574.27	4804.80	5045.73	5297.07	5562.27
	a	52291.20	54891.20	57657.60	60548.80	63564.80	66747.20
<i>Grade 27</i>							

City of Coachella - Salary Schedule
Sanitary/Miscellaneous Employees
July 1, 2019 - June 30, 2020
3% COLA effective July 1, 2019

Position Title	Step	A	B	C	D	E	Performance
							Step (5%) "0"
Senior Water Service Worker III	h	26.02	27.32	28.69	30.12	31.62	33.21
	m	4510.13	4735.47	4972.93	5220.80	5480.80	5756.40
	a	54121.60	56825.60	59675.20	62649.60	65769.60	69076.80
<i>Grade 8</i>							
Senior Water Service Worker IV	h	29.50	30.98	32.53	34.15	35.85	37.65
	m	5113.33	5369.87	5638.53	5919.33	6214.00	6526.00
	a	61360.00	64438.40	67662.40	71032.00	74568.00	78312.00
<i>Grade 14</i>							
Street Sweeper Operator	h	25.33	26.57	27.91	29.30	30.77	32.30
	m	4390.53	4605.47	4837.73	5078.67	5333.47	5598.67
	a	52686.40	55265.60	58052.80	60944.00	64001.60	67184.00
<i>Grade 23</i>							
Treatment Plant Operator Trainee	h	20.90	21.93	23.02	24.18	25.39	26.66
	m	3622.67	3801.20	3990.13	4191.20	4400.93	4621.07
	a	43472.00	45614.40	47881.60	50294.40	52811.20	55452.80
<i>Grade 1</i>							
Treatment Plant Operator I	h	23.62	24.79	26.03	27.33	28.70	30.14
	m	4094.13	4296.93	4511.87	4737.20	4974.67	5224.27
	a	49129.60	51563.20	54142.40	56846.40	59696.00	62691.20
<i>Grade 5</i>							
Treatment Plant Operator II	h	26.02	27.32	28.69	30.12	31.62	33.21
	m	4510.13	4735.47	4972.93	5220.80	5480.80	5756.40
	a	54121.60	56825.60	59675.20	62649.60	65769.60	69076.80
<i>Grade 8</i>							
Treatment Plant Operator III	h	29.50	30.98	32.53	34.15	35.85	37.65
	m	5113.33	5369.87	5638.53	5919.33	6214.00	6526.00
	a	61360.00	64438.40	67662.40	71032.00	74568.00	78312.00
<i>Grade 14</i>							
Utility Clerk I	h	20.98	22.03	23.13	24.29	25.49	26.78
	m	3636.53	3818.53	4009.20	4210.27	4418.27	4641.87
	a	43638.40	45822.40	48110.40	50523.20	53019.20	55702.40
<i>Grade 2</i>							
Utility Clerk II	h	22.02	23.12	24.27	25.48	26.76	28.10
	m	3816.80	4007.47	4206.80	4416.53	4638.40	4870.67
	a	45801.60	48089.60	50481.60	52998.40	55660.80	58448.00
<i>Grade 3</i>							
Vehicle/Equipment Mechanic I	h	23.09	24.23	25.44	26.71	28.05	29.45
	m	4002.27	4199.87	4409.60	4629.73	4862.00	5104.67
	a	48027.20	50398.40	52915.20	55556.80	58344.00	61256.00
<i>Grade 4</i>							
Vehicle/Equipment Mechanic II	h	32.06	33.66	35.35	37.11	38.98	40.90
	m	5557.07	5834.40	6127.33	6432.40	6756.53	7089.33
	a	66684.80	70012.80	73528.00	77188.80	81078.40	85072.00
<i>Grade 18</i>							
Water Service Worker I	h	20.90	21.93	23.02	24.18	25.39	26.66
	m	3622.67	3801.20	3990.13	4191.20	4400.93	4621.07
	a	43472.00	45614.40	47881.60	50294.40	52811.20	55452.80
<i>Grade 1</i>							
Water Service Worker II	h	23.62	24.79	26.03	27.33	28.70	30.14
	m	4094.13	4296.93	4511.87	4737.20	4974.67	5224.27
	a	49129.60	51563.20	54142.40	56846.40	59696.00	62691.20
<i>Grade 5</i>							

City of Coachella - Salary Schedule
Sanitary/Miscellaneous Employees
July 1, 2020 - June 30, 2021
3% COLA effective July 1, 2020

Position Title	Step	Performance Step (5%)					
		A	B	C	D	E	"0"
Accountant	h	30.88	32.42	34.03	35.74	37.53	39.41
	m	5352.53	5619.47	5898.53	6194.93	6505.20	6831.07
	a	64230.40	67433.60	70782.40	74339.20	78062.40	81972.80
<i>Grade 13</i>							
Accounting Technician	h	26.25	27.57	28.94	30.40	31.92	33.53
	m	4550.00	4778.80	5016.27	5269.33	5532.80	5811.87
	a	54600.00	57345.60	60195.20	63232.00	66393.60	69742.40
<i>Grade 7</i>							
Assistant Engineer	h	37.82	39.72	41.70	43.80	45.99	48.30
	m	6555.47	6884.80	7228.00	7592.00	7971.60	8372.00
	a	78665.60	82617.60	86736.00	91104.00	95659.20	100464.00
<i>Grade 21</i>							
Building Inspector I	h	29.63	31.10	32.64	34.28	36.00	37.79
	m	5135.87	5390.67	5657.60	5941.87	6240.00	6550.27
	a	61630.40	64688.00	67891.20	71302.40	74880.00	78603.20
<i>Grade 11</i>							
Building Inspector II	h	33.94	35.62	37.41	39.27	41.23	43.29
	m	5882.93	6174.13	6484.40	6806.80	7146.53	7503.60
	a	70595.20	74089.60	77812.80	81681.60	85758.40	90043.20
<i>Grade 19</i>							
Business License Technician	h	26.25	27.57	28.94	30.40	31.92	33.53
	m	4550.00	4778.80	5016.27	5269.33	5532.80	5811.87
	a	54600.00	57345.60	60195.20	63232.00	66393.60	69742.40
<i>Grade 7</i>							
Code Enforcement Aide	h	15.91	16.71	17.55	18.42	19.34	20.30
	m	2757.73	2896.40	3042.00	3192.80	3352.27	3518.67
	a	33092.80	34756.80	36504.00	38313.60	40227.20	42224.00
<i>Grade 10</i>							
Code Enforcement Officer	h	27.81	29.20	30.66	32.20	33.80	35.47
	m	4820.40	5061.33	5314.40	5581.33	5858.67	6148.13
	a	57844.80	60736.00	63772.80	66976.00	70304.00	73777.60
<i>Grade 9</i>							
Construction Project Coordinator	h	37.78	39.68	41.65	43.73	45.92	48.20
	m	6548.53	6877.87	7219.33	7579.87	7959.47	8354.67
	a	78582.40	82534.40	86632.00	90958.40	95513.60	100256.00
<i>Grade 20</i>							
Building Maintenance Worker	h	21.61	22.69	23.82	25.02	26.25	27.58
	m	3745.73	3932.93	4128.80	4336.80	4550.00	4780.53
	a	44948.80	47195.20	49545.60	52041.60	54600.00	57366.40
<i>Grade 2</i>							
Department Assistant I	h	21.61	22.69	23.82	25.02	26.25	27.58
	m	3745.73	3932.93	4128.80	4336.80	4550.00	4780.53
	a	44948.80	47195.20	49545.60	52041.60	54600.00	57366.40
<i>Grade 2</i>							
Department Assistant II	h	22.68	23.81	25.00	26.24	27.56	28.94
	m	3931.20	4127.07	4333.33	4548.27	4777.07	5016.27
	a	47174.40	49524.80	52000.00	54579.20	57324.80	60195.20
<i>Grade 3</i>							
Electrician/Instrumentation Technician	h	33.02	34.67	36.41	38.22	40.15	42.13
	m	5723.47	6009.47	6311.07	6624.80	6959.33	7302.53
	a	68681.60	72113.60	75732.80	79497.60	83512.00	87630.40
<i>Grade 18</i>							
Engineering Technician	h	28.43	29.85	31.35	32.91	34.56	36.30
	m	4927.87	5174.00	5434.00	5704.40	5990.40	6292.00
	a	59134.40	62088.00	65208.00	68452.80	71884.80	75504.00
<i>Grade 17</i>							

City of Coachella - Salary Schedule
Sanitary/Miscellaneous Employees
July 1, 2020 - June 30, 2021
3% COLA effective July 1, 2020

Position Title	Step	A	B	C	D	E	Performance
							Step (5%) "0"
Fleet Services Coordinator	h	38.94	40.91	42.94	45.09	47.34	49.72
	m	6749.60	7091.07	7442.93	7815.60	8205.60	8618.13
	a	80995.20	85092.80	89315.20	93787.20	98467.20	103417.60
<i>Grade 22</i>							
Heavy Equipment Operator	h	26.09	27.37	28.75	30.18	31.69	33.27
	m	4522.27	4744.13	4983.33	5231.20	5492.93	5766.80
	a	54267.20	56929.60	59800.00	62774.40	65915.20	69201.60
<i>Grade 23</i>							
Human Resources Technician	h	28.34	29.75	31.23	32.80	34.44	36.17
	m	4912.27	5156.67	5413.20	5685.33	5969.60	6269.47
	a	58947.20	61880.00	64958.40	68224.00	71635.20	75233.60
<i>Grade 24</i>							
Parks Ranger	h	25.24	26.50	27.84	29.22	30.68	32.22
	m	4374.93	4593.33	4825.60	5064.80	5317.87	5584.80
	a	52499.20	55120.00	57907.20	60777.60	63814.40	67017.60
<i>Grade 25</i>							
Planning Technician	h	26.80	28.14	29.55	31.02	32.57	34.21
	m	4645.33	4877.60	5122.00	5376.80	5645.47	5929.73
	a	55744.00	58531.20	61464.00	64521.60	67745.60	71156.80
<i>Grade 8</i>							
Public Works/Landscape & Lighting Inspector	h	33.94	35.62	37.41	39.27	41.23	43.29
	m	5882.93	6174.13	6484.40	6806.80	7146.53	7503.60
	a	70595.20	74089.60	77812.80	81681.60	85758.40	90043.20
<i>Grade 19</i>							
Public Works Parks Maintenance Worker Trainee/I/II	h	21.61	22.69	23.82	25.02	26.25	27.58
	m	3745.73	3932.93	4128.80	4336.80	4550.00	4780.53
	a	44948.80	47195.20	49545.60	52041.60	54600.00	57366.40
<i>Grade 2</i>							
Public Works Streets Maintenance Worker Trainee/I/II	h	22.30	23.41	24.60	25.81	27.10	28.46
	m	3865.33	4057.73	4264.00	4473.73	4697.33	4933.07
	a	46384.00	48692.80	51168.00	53684.80	56368.00	59196.80
<i>Grade 26</i>							
Recreation Services Coordinator	h	23.78	24.96	26.20	27.51	28.89	30.33
	m	4121.87	4326.40	4541.33	4768.40	5007.60	5257.20
	a	49462.40	51916.80	54496.00	57220.80	60091.20	63086.40
<i>Grade 4</i>							
Senior Accountant	h	36.29	38.11	39.99	42.00	44.10	46.30
	m	6290.27	6605.73	6931.60	7280.00	7644.00	8025.33
	a	75483.20	79268.80	83179.20	87360.00	91728.00	96304.00
<i>Grade 16</i>							
Senior Center Assistant	h	21.61	22.69	23.82	25.02	26.25	27.58
	m	3745.73	3932.93	4128.80	4336.80	4550.00	4780.53
	a	44948.80	47195.20	49545.60	52041.60	54600.00	57366.40
<i>Grade 2</i>							
Senior Center Coordinator	h	25.09	26.34	27.67	29.05	30.50	32.03
	m	4348.93	4565.60	4796.13	5035.33	5286.67	5551.87
	a	52187.20	54787.20	57553.60	60424.00	63440.00	66622.40
<i>Grade 6</i>							
Senior Code Enforcement Officer	h	31.97	33.57	35.26	37.03	38.86	40.82
	m	5541.47	5818.80	6111.73	6418.53	6735.73	7075.47
	a	66497.60	69825.60	73340.80	77022.40	80828.80	84905.60
<i>Grade 15</i>							
Senior Maintenance Worker	h	25.89	27.18	28.55	29.98	31.48	33.05
	m	4487.60	4711.20	4948.67	5196.53	5456.53	5728.67
	a	53851.20	56534.40	59384.00	62358.40	65478.40	68744.00
<i>Grade 27</i>							

City of Coachella - Salary Schedule
Sanitary/Miscellaneous Employees
July 1, 2020 - June 30, 2021
3% COLA effective July 1, 2020

Position Title	Step	A	B	C	D	E	Performance Step (5%) "0"
Senior Water Service Worker III <i>Grade 8</i>	h	26.80	28.14	29.55	31.02	32.57	34.21
	m	4645.33	4877.60	5122.00	5376.80	5645.47	5929.73
	a	55744.00	58531.20	61464.00	64521.60	67745.60	71156.80
Senior Water Service Worker IV <i>Grade 14</i>	h	30.39	31.91	33.51	35.17	36.93	38.78
	m	5267.60	5531.07	5808.40	6096.13	6401.20	6721.87
	a	63211.20	66372.80	69700.80	73153.60	76814.40	80662.40
Street Sweeper Operator <i>Grade 23</i>	h	26.09	27.37	28.75	30.18	31.69	33.27
	m	4522.27	4744.13	4983.33	5231.20	5492.93	5766.80
	a	54267.20	56929.60	59800.00	62774.40	65915.20	69201.60
Treatment Plant Operator Trainee <i>Grade 1</i>	h	21.53	22.59	23.71	24.91	26.15	27.46
	m	3731.87	3915.60	4109.73	4317.73	4532.67	4759.73
	a	44782.40	46987.20	49316.80	51812.80	54392.00	57116.80
Treatment Plant Operator I <i>Grade 5</i>	h	24.33	25.53	26.81	28.15	29.56	31.04
	m	4217.20	4425.20	4647.07	4879.33	5123.73	5380.27
	a	50606.40	53102.40	55764.80	58552.00	61484.80	64563.20
Treatment Plant Operator II <i>Grade 8</i>	h	26.80	28.14	29.55	31.02	32.57	34.21
	m	4645.33	4877.60	5122.00	5376.80	5645.47	5929.73
	a	55744.00	58531.20	61464.00	64521.60	67745.60	71156.80
Treatment Plant Operator III <i>Grade 14</i>	h	30.39	31.91	33.51	35.17	36.93	38.78
	m	5267.60	5531.07	5808.40	6096.13	6401.20	6721.87
	a	63211.20	66372.80	69700.80	73153.60	76814.40	80662.40
Utility Clerk I <i>Grade 2</i>	h	21.61	22.69	23.82	25.02	26.25	27.58
	m	3745.73	3932.93	4128.80	4336.80	4550.00	4780.53
	a	44948.80	47195.20	49545.60	52041.60	54600.00	57366.40
Utility Clerk II <i>Grade 3</i>	h	22.68	23.81	25.00	26.24	27.56	28.94
	m	3931.20	4127.07	4333.33	4548.27	4777.07	5016.27
	a	47174.40	49524.80	52000.00	54579.20	57324.80	60195.20
Vehicle/Equipment Mechanic I <i>Grade 4</i>	h	23.78	24.96	26.20	27.51	28.89	30.33
	m	4121.87	4326.40	4541.33	4768.40	5007.60	5257.20
	a	49462.40	51916.80	54496.00	57220.80	60091.20	63086.40
Vehicle/Equipment Mechanic II <i>Grade 18</i>	h	33.02	34.67	36.41	38.22	40.15	42.13
	m	5723.47	6009.47	6311.07	6624.80	6959.33	7302.53
	a	68681.60	72113.60	75732.80	79497.60	83512.00	87630.40
Water Service Worker I <i>Grade 1</i>	h	21.53	22.59	23.71	24.91	26.15	27.46
	m	3731.87	3915.60	4109.73	4317.73	4532.67	4759.73
	a	44782.40	46987.20	49316.80	51812.80	54392.00	57116.80
Water Service Worker II <i>Grade 5</i>	h	24.33	25.53	26.81	28.15	29.56	31.04
	m	4217.20	4425.20	4647.07	4879.33	5123.73	5380.27
	a	50606.40	53102.40	55764.80	58552.00	61484.80	64563.20



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members

FROM: Jonathan Hoy, P.E., Assistant City Manager

SUBJECT: Professional Services Agreement with KOA Corporations, Inc. for an amount of \$545,360 to provide PS&E and Right of Way Services for the Improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street - City Project ST-93.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a Professional Services Agreement with KOA Corporation, in the amount of \$545,360 for the PS&E and Right of Way Services and allocate an amount of \$54,536 for contingencies - City Project ST-93.

BACKGROUND:

The total cost estimated to complete improvements for this project is an amount of \$4.5 million, currently there is a reimbursement agreement between CVAG and The City of Coachella to provide funding, with the regional share of 75%(CVAG) for an amount of \$3,375,000 of the total cost. The Project is to Improve Avenue 50 between Calhoun Street and Cesar Chavez Street which is among the Top 10 projects listed in the 2015 Transportation Project Prioritization Study (TPPS).

The City is the Lead Agency for this proposed work. The project will widen the existing street and construct concrete curb and gutter on within areas where none exists between Calhoun Street and Cesar Chavez Street. The finished project will complete the planned widening of Avenue 50 to two traffic lanes in each direction, and include pedestrian, bicycle and drainage facilities.

DISCUSSION/ANALYSIS:

On November 29, 2017 City Council authorized an agreement with KOA Corporation for professional design services. The consultant has completed the environmental document and finalized the project scope, which include right-of-way acquisition.

Staff recommends that KOA move on to the final design phase to complete the Plans, Specifications and estimates. This phase will include the necessary right-of-way acquisition along the south side of Avenue 50.

FISCAL IMPACT:

Funding for these services will be reimbursed at the rate previously specified of 75% CVAG, and 25% City from Street DIF funds.

PROPOSAL FOR THE DEVELOPMENT OF PLANS, SPECIFICATIONS, AND ESTIMATE FOR THE IMPROVEMENT OF AVENUE 50 BETWEEN THE COACHELLA WEST CITY LIMITS (APPROXIMATELY ONE QUARTER MILE WEST OF CALHOUN STREET) AND CESAR CHAVEZ STREET

PROJECT OVERVIEW

The project entails the improvement of Avenue 50 between the west Coachella City Limits (approximately one quarter mile west of Calhoun Street and Cesar Chavez Street). The design of the improved street will include:

- two through lanes of traffic in each direction
- complete pavement replacement or rehabilitation as required
- curb and gutter
- a center raised and landscaped median
- auxiliary turn lanes at signalized intersections
- a class II bike lane in each direction
- sidewalks on each side
- continuous lighting
- drainage improvements including retention basins on the south side of Avenue 50 west of Cesar Chavez Street
- striping and signing
- new traffic signal at De Oro and Avenue 50 and other signal modifications as required
- demolition and removal of existing improvements
- landscaping and irrigation
- traffic control during construction
- erosion control
- specifications
- construction cost estimate
- right of way acquisition services
- utility coordination
- project management services
- construction phase services

SCOPE OF SERVICES

Task 1 – Project Management and Administration

The KOA Team staff will meet with the City engineering staff at the outset of the project to establish the design parameters for this project. Under the project management task, KOA will be responsible for maintaining contact with the City's Project Manager to keep him informed of the developments on the project. The following specific subtasks will be performed:

- Management of project team including sub-consultants
- Participating in coordination and progress meetings which include preparing minutes
- Submitting Monthly Progress Reports and Invoices including updating Schedules
- Quality Control of Submittals

An initial Kick-off meeting will be held at the beginning of the project. As part of this meeting, KOA will prepare a draft agenda for the meeting that will include:

- Introductions
- Project goals and expectations
- Discussion of proposed work plan and schedule
- Available data
- Communications protocol

KOA will prepare minutes of the meeting and will circulate the draft minutes back to City staff for review and comments. The minutes will document decisions made and identify action items for KOA and the City. We will setup monthly meeting schedule on our calendar after the kickoff meeting.

Deliverables:

- Meeting agendas
- Meeting minutes
- Monthly invoices and progress reports

Task 2 - Surveying and Base Mapping

An aerial survey has been provided as a base for the design development. However, the limits of the project are now better defined than at the beginning of the concept development phase, and additional survey will be required to extend the project from Calhoun west to the City limits, and to obtain topographic information of the properties to be acquired for the construction of the project. Therefore additional aerial survey will be necessary for those areas and for the approaches to the Cesar Chavez Street and Avenue 50 intersection.

The resulting base mapping of the combined survey data will be prepared at a 1"=20' scale to allow for a sufficient level of detail design development.

Deliverables:

Updated survey base map with TIN surface in AutoCAD .DWG format

Task 3 – Utility Potholing and Utility Coordination

Preliminary utility research has been performed as part of the conceptual plan development, and potential conflicts between utilities and the proposed construction have been identified. KOA will subcontract with a potholing company to expose the potential conflicts and note the lateral and vertical locations. After identifying locations that will require potholing, we will contact Dig Alert to field mark buried utilities. We anticipate that to adequately identify utility potential utility conflicts up to 6 slot potholes may be required. Once we have identified the actual locations of the buried utilities, we will contact the utility companies to inform them of the conflicts and begin discussions with them on utility protection, adjustment, or relocation.

Deliverables:

- Potholing report

Task 4 – Design Progress Submittal (60%)

KOA will prepare the preliminary level of design for the project. The plans will include:

- Title Sheet
- Typical Sections
- Demolition Plan
- Roadway Plan and Profiles

- Drainage Plans, Profiles and Details
- Signing and Striping Plan
- Intersection Details
- Hardscape Details
- Traffic Signal Plans
- Landscaping and Irrigation Plan
- Lighting Plan
- Erosion Control Plan
- Traffic Control Plan
- Cross-sections

KOA will prepare a draft set of specifications and an opinion of probable construction cost. We will submit the plans, specifications, and estimate to the City staff for review. KOA will meet with City staff to review the City's comments. Edits to the plans, specifications, and estimate will be made as part of the 90% design submittal.

KOA will identify potential utility conflicts and will summarize them in a utility conflict matrix. 60% plans will be sent to the utility companies.

Deliverables:

- Preliminary plans (60%)
- Preliminary specifications (60%)
- Preliminary cost estimate (60%)
- Utility conflict matrix
- Review meeting agenda
- Review meeting minutes
- Comment response form

Task 5 – Right of Way Acquisition Services

Right of way acquisition will be required. KOA will submit the right of way acquisition proposal separate from this proposal as a separate phase.

Task 6 –Complete Plans, Specifications, and Estimate (90%)

KOA will complete any edits to the plans, specifications, and estimate based on City comments to the 60% design. Additional level of detail will be added to the sheets assembled for the 60% design. The plans will include:

- Title Sheet
- Typical Sections
- Demolition Plan
- Roadway Plan and Profiles
- Drainage Plans, Profiles and Details
- Signing and Striping Plan
- Intersection Details
- Hardscape Details
- Traffic Signal Plans
- Landscaping and Irrigation Plan
- Lighting Plan
- Erosion Control Plan
- Traffic Control Plan

- Cross-sections

KOA will prepare a complete set of specifications and an opinion of probable construction cost. We will submit the plans, specifications, and estimate to the City staff for review. KOA will meet with City staff to review the City's comments. Edits to the plans, specifications, and estimate will be made as part of the 100% design phase. We will prepare a comment response form to track the edits for the preparation of final design.

Deliverables:

- Complete plans (90%)
- Complete specifications (90%)
- Complete cost estimate (90%)

Task 7 – Final Plans, Specifications and Estimate (100%)

KOA will address any comments from the 90% City review. The final plans will include:

- Title Sheet
- Typical Sections
- Demolition Plan
- Roadway Plan and Profiles
- Drainage Plans, Profiles and Details
- Signing and Striping Plan
- Intersection Details
- Hardscape Details
- Traffic Signal Plans
- Landscaping and Irrigation Plan
- Lighting Plan
- Erosion Control Plan
- Traffic Control Plan
- Cross-sections

KOA will prepare a final set of specifications and an engineer's opinion of probable construction cost.

We will submit signed and sealed reproducible [plans, specifications and estimate in AutoCAD and MS Word and Excel formats for bidding purposes.

Deliverables:

- Final plans in AutoCAD
- Final specifications in MS Word
- Final Engineer's estimate in MS Excel

Task 8 – Bidding Support

KOA will prepare responses to Request for Information (RFI) during the bid advertisement period, and will assist the City in issuing any bid addendums.

Deliverables:

- RFI responses
- Bid addendum assistance

Task 9- Construction Support

KOA will provide construction support services, which may include material submittal reviews, site visits, and preparation of RFI responses. KOA will prepare as-built drawings based on redline mark ups of changes provided by the City or the contractor. (fee and scope to be determined based on plans, specifications, and estimate as a separate phase)

STAFFING

KOA has assembled a team to deliver the project as scoped, on schedule, and in budget. Our proposed staffing plan is summarized in the following matrix.

Avenue 50 Staffing Plan			
Name	Classification	Role	Hours
Jimmy Lin	Principal II	Principal in Charge	24
Chuck Stephan	Principal II	QAQC Manager	100
Charlie Schwinger	Senior Engineer II	Project Manager/Lead Civil Engineer	255
Ray Wang	Senior Engineer I	Lead Drainage Engineer	56
Eric Yang	Senior Engineer I	Lead Traffic Engineer	112
Anne Azzu	Senior Planner II	Local Coordination	20
Edward Okitsu	Senior Designer II	Lighting Designer	108
Ling Luo	Associate Engineer II	Production Engineer	610
Raisa Garcia	Associate Engineer II	Production Engineer	610
Jennifer Miller	Associate Engineer II	Production Engineer	74
Christine Adley	Senior Office Administrator	Project Administrator	80
Survey by WestLAND Group, Inc.			
Right of Way Services by Epic Land Solutions, Inc.			
Landscape Architecture by David Volz Design			
Potholing by Ultra Engineering Contractors			

SCHEDULE

KOA has proposed a 17 month schedule for plan production, review, and bidding. The proposed schedule correlates with the tasks outlined in the scope of services.

Task	2013												2014				
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Task 1 – Project Management and Administration	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 2 - Surveying and Base Mapping	■																
Task 3 – Utility Potholing and Utility Coordination																	
Task 4 – Design Progress Submittal (60%)		■	■	■	■	■	■	■									
City Review																	
Task 5 - Right of Way Acquisition Services																	
Task 6 - Complete Plans, Specifications and Estimate																	
City Review																	
Task 7 - Final Plans, Specifications and Estimate (100%)																	
Task 8 - Bidding Support																	
Task 9 - Construction Support																	

FEE

The proposed fee for Tasks 1-4 and 6-8 is \$374,979.00 and is detailed in the fee attachment.



KOA Fee Estimate for Design of Avenue 50 Tasks 1-4 and 6-8													
Task	Principal II	Senior Engineer II	Senior Planner I	Senior Engineer I	Senior Designer I	Associate Engineer II	Senior Office Admin	KOA Direct Costs	Total KOA Cost	Westland	DVD	UEC	Total Cost
	\$265.00	\$215.00	\$180.00	\$180.00	\$130.00	\$115.00	\$80.00						
Task 1 – Project Management and Administration	24	60	20				80	\$400.00	\$29,660.00				\$29,660.00
Task 2 - Surveying and Base Mapping		2				16		\$100.00	\$2,370.00	\$16,644.00			\$19,014.00
Task 3 – Utility Potholing and Utility Coordination		2				12		\$200.00	\$2,010.00			\$25,000.00	\$27,010.00
Task 4 – Design Progress Submittal (60%)	0	93	0	120	50	766	0	\$300.00	\$136,485.00		\$20,000.00		\$156,485.00
Title Sheet (1 sheet)		1				10			\$1,365.00				\$1,365.00
Key Map 1(sheet)		1				10			\$1,365.00				\$1,365.00
General Notes (1 sheet)		1				10			\$1,365.00				\$1,365.00
Control Points (1 sheet)		1				10			\$1,365.00				\$1,365.00
Typical Sections (2 sheets)		1				20			\$2,515.00				\$2,515.00
Demolition Plan (6 sheets)		6				60			\$8,190.00				\$8,190.00
Roadway Plan and Profiles (16 sheets)		32				130			\$21,830.00				\$21,830.00
Drainage Plan and Profiles and Details (3 sheets)		4		32		50			\$12,370.00				\$12,370.00
Signing and Striping Plan (4 sheets)		1				30			\$3,665.00				\$3,665.00
Intersection Details (2 sheets)		2				20			\$2,730.00				\$2,730.00
Hardscape Details (1 sheet)		1				16			\$2,055.00				\$2,055.00
Landscaping and Irrigation Plans (17 sheets)		1				30			\$3,665.00		\$20,000.00		\$23,665.00
Traffic Signal Plans (2 sheets)		1		24		30			\$7,985.00				\$7,985.00
Lighting Plans (4 sheets)		1			50	50			\$12,465.00				\$12,465.00
Erosion Control Plan (4 sheets)		1				30			\$3,665.00				\$3,665.00
Traffic Control Plans (8 sheets)		2		24		60			\$11,650.00				\$11,650.00
Cross Sections (37 sheets)		8				160			\$20,120.00				\$20,120.00
QAQC				40					\$7,200.00				\$7,200.00
Specs		20							\$4,300.00				\$4,300.00
Estimate		8				40			\$6,320.00				\$6,320.00
Task 6 - Complete Plans, Specifications and Estimate	0	78		108	50	556	0	\$300.00	\$106,950.00		\$10,000.00		\$116,950.00
Title Sheet (1 sheet)		1				6			\$905.00				\$905.00
Key Map 1(sheet)		1				6			\$905.00				\$905.00
General Notes (1 sheet)		1				6			\$905.00				\$905.00
Control Points (1 sheet)		1				6			\$905.00				\$905.00
Typical Sections (2 sheets)		2				10			\$1,580.00				\$1,580.00
Demolition Plan (6 sheets)		2				40			\$5,030.00				\$5,030.00
Roadway Plan and Profiles (16 sheets)		24				120			\$18,960.00				\$18,960.00
Drainage Plan and Profiles and Details (3 sheets)		2		24		24			\$7,510.00				\$7,510.00
Signing and Striping Plan (4 sheets)		1		12		24			\$5,135.00				\$5,135.00
Intersection Details (2 sheets)		1				8			\$1,135.00				\$1,135.00
Hardscape Details (1 sheet)		1				8			\$1,135.00				\$1,135.00
Landscaping and Irrigation Plans (4 sheets)		1				24			\$2,975.00		\$10,000.00		\$12,975.00
Traffic Signal Plans (2 sheets)		1		16		24			\$5,855.00				\$5,855.00
Lighting Plans (4 sheets)		1			50	34			\$10,625.00				\$10,625.00
Erosion Control Plan (4 sheets)		1				24			\$2,975.00				\$2,975.00
Traffic Control Plans (8 sheets)		1		16		60			\$9,995.00				\$9,995.00
Cross Sections (37 sheets)		8				100			\$13,220.00				\$13,220.00
QAQC				40					\$7,200.00				\$7,200.00
Specs		20							\$4,300.00				\$4,300.00
Estimate		8				32			\$5,400.00				\$5,400.00
Task 7 - Final Plans, Specifications and Estimate (100%)		12		32	8	60		\$400.00	\$16,680.00		\$5,000.00		\$21,680.00
Task 8 - Bidding Support		8		8		8		\$100.00	\$4,180.00				\$4,180.00
													\$0.00
Total	24	255		268	108	1418	80	\$1,800.00	\$298,335.00	\$16,644.00	\$35,000.00	\$25,000.00	\$374,979.00

PROPOSAL FOR RIGHT OF WAY ACQUISITION SERVICES FOR THE IMPROVEMENT OF AVENUE 50 BETWEEN THE COACHELLA WEST CITY LIMITS (APPROXIMATELY ONE QUARTER MILE WEST OF CALHOUN STREET) AND CESAR CHAVEZ STREET

PROJECT OVERVIEW

The project entails the improvement of Avenue 50 between the west Coachella City Limits (approximately one quarter mile west of Calhoun Street and Cesar Chavez Street. It is anticipated that to construct the improvement, right of way will need to be acquired through total acquisition of 6 residential properties, and partial acquisition of seven other properties.

Right of way acquisitions services will include:

- Order and review preliminary title reports (assume 13)
- Appraisal oversight (assume 13)
- Document preparation for offer packages (assume 13)
- Acquisitions and negotiations (assume 13)
- Escrow services coordination (assume 13)
- Relocation assistance – residential (assume 6)
- Quality assurance/quality control
- Project management (meetings, file maintenance, file close out, status reports, etc.)

KOA will sub-consult the preparation of property descriptions to WestLAND Group, Inc., and the other acquisition services to Epic Land Solutions, Inc.

Assumptions for the Right of Way Acquisition services include:

- 6 client meetings, monthly status reports, and related tasks
- 13 properties will be impacted
- 13 appraisals will be prepared
- No appraisal reviews will be needed
- No business relocations will be necessary
- No loss of business goodwill appraisals will be necessary
- City will provide right of way document templates
- No eminent domain support services are included
- 6 full residential acquisitions will be required
- Relocation for 6 residences will be required
- Displacements will be cooperative
- Coordination of phase I or phase II site assessments is not in the scope
- Project can be completed in 12 months without delays
- Deposition, court testimony and expert witness are not included in the scope
- Proposal is valid for 90 days
- Litigation guarantee is not in the scope
- Hourly rates may be adjust 3% at the beginning of each calendar year

SCHEDULE

KOA has proposed a 6 month schedule for right of way acquisition services.

FEE

The proposed fee for Task 5 is \$170,381.00 and is detailed in the fee attachment.

(Letterhead Additional pages template)



KOA Fee Estimate for Design of Avenue 50 for Task 5														
Task	Principial II	Senior Engineer II	Senior Planner I	Senior Engineer I	Senior Designer I	Associate Engineer II	Senior Office Admin	KOA Direct Costs	Total KOA Cost	Westland	Epic	DVD	UEC	Total Cost
	\$265.00	\$215.00	\$180.00	\$180.00	\$130.00	\$115.00	\$80.00							
Task 5 - Right of Way Acquisition Services	8	12				12	8		\$6,720.00	\$15,191.00	\$148,470.00			\$170,381.00

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of October, 2019 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 Sixth Street, Coachella, California 92236 (“City”) and KOA Planning & Engineering, a California Corporation with its principal place of business at, 1100 Corporate Center Drive, Suite 201, Monterey Park, California 91754 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

- 2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Professional Design Engineering Services to public clients, is licensed in the State of California, and is familiar with the plans of the City.
- 2.3 Project. City desires to engage Consultant to render such services for the Plans, Specifications and Estimate, including Right of Way Acquisition Services for the Improvement of Avenue 50 from Calhoun to Cesar Chavez Street, City Project ST-93.

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 program management 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 October 9th, 2019 to December 31st, 2021, 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:

Jimmy H. Lin, PE, KOA Corporation – Chief Executive Officer

3.2.5 City’s Representative. The City hereby designates Jonathan Hoy, P.E. – City Engineer, or his 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 Jimmy H. Lin – Chief Executive Officer, 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.

3.2.9 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 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** 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 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** 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 **five hundred forty-five thousand three hundred sixty dollars (\$545,360)** 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.

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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. 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:

KOA Corporation
1100 Corporate Center Dr. Ste. 201
Monterey Park, CA 91754
Attn: Jimmy H. Lin

City:

City of Coachella
1515 Sixth Street
Coachella, CA 92236
Attn: Jonathan Hoy, P.E. – City Engineer

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. To the fullest extent permitted by law, Consultant shall 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

KOA Corporation

By: _____
William B. Pattison Date
City Manager

By: _____
Jimmy Lin, Date
Chief Executive Officer

By: _____
Carlos Campos, City Attorney Date

Attest:

By: _____
Deputy City Clerk, Andrea Carranza Date



**STAFF REPORT
10/9/2019**

TO: Honorable Mayor and City Council Members
FROM: Jonathan Hoy, P.E., Assistant City Manager/City Engineer
SUBJECT: Construction Contract with Onyx Paving Company Inc. for the construction of speed humps for Traffic Calming Phase III, City Project ST-124.

STAFF RECOMMENDATION:

Authorize The City Manager to execute a Construction Contract with Onyx Paving Company Inc. for the construction of speed humps for Traffic Calming Phase III, City Project ST-124.

BACKGROUND:

The City of Coachella is implementing The Traffic Calming Project Phase III – Speed Humps in compliance with requests from Coachella’s residents among different districts. Installation of Speed Humps, which are raised “bumps” placed across residential streets, are one of several measures to calm traffic in residential areas. This project is developed in response to neighborhood reports of speeding problems. The initiation of this process was to submit a Speed Hump Petition signed by the residents from separate households on the same subdivision.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standard practices and in compliance with public contract law. Two companies submitted bids for the project and were opened and read aloud in the Planning Commission Room at The Permit Center on October 3, 2019 at 10:00 A.M. The bid opening results are listed as follows:

COMPANY	City	Bid Amount
Onyx Paving Company Inc.	Anaheim	\$137,000
Hardy and Harper, Inc.	Lake Forest	\$187,000

Staff has reviewed the bids and recommends awarding the project to Onyx Paving Company Inc. as it is the lowest responsive, responsible bidder.

FISCAL IMPACT:

Not budgeted in FY 19/20 CIP Workbook. Allocate Fund 127, Street and Transportation DIF for Project ST-124 for Construction Contract plus 10 percent contingency for a total amount of \$150,700.

CONTRACT

THIS CONTRACT is made this _____ day of _____, 2019, in the County of Riverside, State of California, by and between the City of Coachella, hereinafter called City, and Onyx Paving Company Inc., hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The work to be performed consists of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary to construct this project as described in the General Conditions, and all the work required in strict compliance with Contract Documents as specified in Article 5 below for the following project:

Traffic Calming Phase III City Project No. ST-124

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION 45 CALENDAR DAYS.. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **45** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Hundred Thirty-Seven Thousand Dollars (\$ 137,000.00). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,000** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms



Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Engineering Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates, the aforementioned which may be obtained online at <http://www.wdol.gov/dba.aspx> as provided jointly by the U.S. Office of Management and Budget, Department of Labor, Department of Defense, General Services Administration, Department of Energy, and Department of Commerce.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.



<p>CITY OF COACHELLA</p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>Attest:</p> <p>_____</p> <p>City Clerk:</p> <p>Recommended By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p>	<p><u>Onyx Paving Company Inc.</u></p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____ 630360</p> <p>License Number</p>
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Traffic Calming Phase III City of Coachella ST-124 Bid Opening: October 3, 2019				Engineer's Estimate		Onyx Paving		Hardy & Harper	
Item No.	Item Description	Estimated Quantity	Unit	Item Price	Total	Item Price	Total	Item Price	Total
1	Mobilization	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 13,500.00	\$ 13,500.00	\$ 12,800.00	\$ 12,800.00
3	Construction of speed humps as per Technical Specifications	27	EA	\$ 2,400.00	\$ 64,800.00	\$ 2,700.00	\$ 72,900.00	\$ 3,900.00	\$ 105,300.00
4	Striping of humps and legends as per Technical Specifications	1	LS	\$ 22,680.00	\$ 22,680.00	\$ 24,000.00	\$ 24,000.00	\$ 30,000.00	\$ 30,000.00
5	Installation of advance warning signs as per Technical Specifications	54	EA	\$ 370.00	\$ 19,980.00	\$ 400.00	\$ 21,600.00	\$ 350.00	\$ 18,900.00
Sub-Total					\$ 149,460.00		\$ 137,000.00		\$ 187,000.00
10% Contingency					\$ 14,946.00		\$ 13,700.00		\$ 18,700.00
Final Total					\$ 164,406.00		\$ 150,700.00		\$ 205,700.00



**STAFF REPORT
10/9/2019**

TO: Honorable Mayor and City Council Members
FROM: Jonathan Hoy, P.E., Assistant City Manager/City Engineer
SUBJECT: Construction Contract with Bunker Engineering for the construction of the Avenue 50 Storm Drain, City Project SD-02.

STAFF RECOMMENDATION:

Authorize The City Manager to execute a Construction Contract with Bunker Engineering for the construction of the Avenue 50 Storm Drain, City Project SD-02.

BACKGROUND:

The City of Coachella has secured a \$307,264 grant for this project from Prop 1B from the Coachella Valley Mountains Conservancy (CVMC). The grant is to construct a Storm Drain along Avenue 50 from an existing detention basin at Grade Separation east to the Coachella Valley Storm Channel. This project will allow pretreated storm water runoff to be conveyed to the Coachella Valley Storm Channel. Without this improvement storm water runoff can overflow the detention basin, causing damage to the existing farmland to the southeast.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standard practices and in compliance with public contract law. Three companies submitted bids for the project and were opened and read aloud in the Planning Commission Room at the Permit Center on October 3, 2019 at 10:00 A.M. The bid opening results are listed as follows:

COMPANY	City	Bid Amount
Bunker Engineering	Indio	\$437,331.00
Granite Construction	Indio	\$527,448.00
Roberts Incorporated	Orange	\$596,917.80

Staff has reviewed the bids and recommends awarding the project to Bunker Engineering as it is the lowest responsive, responsible bidder.

FISCAL IMPACT:

A total of \$307,264 from Prop 1B and \$91,826 from General Fund 101 was approved in the 2019/20 budget for the Avenue 50 Storm Drain. Based on the bid results, staff is recommending an additional \$82,000 from the General Fund for construction plus contingency for this project.

CONTRACT

THIS CONTRACT is made this _____ day of _____, 2019, in the City of Coachella, State of California, by and between the City of Coachella, hereinafter called City, and Bunker Engineering, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Avenue 50 Storm Drain Plan
City Project No. SD-02

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION 45 CALENDAR DAYS. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all construction within **45** calendar days. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Four Hundred Thirty-Seven Thousand Three Hundred Thirty-One Dollars (\$ 437,331.00). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,000** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Interim Work and **\$1,000** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the non-Interim Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond



Designation of Subcontractors
Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Engineering Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.



CITY OF COACHELLA

By:

Signature

Name

Title

Attest:

City Clerk

Recommended By:

Signature

Name

Title

BUNKER ENGINEERING

By:

Signature

Name

Title

1034643
License Number



Avenue 50 Storm Drain City of Coachella SD-02 Bid Opening: October 3, 2019				Bunker Engineering		Granite Construction		Roberts Incorporated	
Item No.	Item Description	Estimated Quantity	Unit	Item Price	Total	Item Price	Total	Item Price	Total
1	Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 4,500.00	\$ 4,500.00	\$ 24,300.00	\$ 24,300.00
2	Traffic Control and Public Notification	1	LS	\$ 34,500.00	\$ 34,500.00	\$ 15,000.00	\$ 15,000.00	\$ 12,100.00	\$ 12,100.00
3	PM-10 Wash Out, B.M.P.'S, Trash Bends and SWPPP	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 13,000.00	\$ 13,000.00	\$ 12,100.00	\$ 12,100.00
4	Tree Shrub Removal And Clear And Grub Ten Plus Trees and Variety of Shrubs.	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 17,400.00	\$ 17,400.00
5	Furnish and Install manhole per CVWD STD. DWG. S-5 and S-10B. Manhole cover shall be stamped "DRAIN" and shall be locking type.	2	EA	\$ 20,000.00	\$ 40,000.00	\$ 17,000.00	\$ 34,000.00	\$ 40,300.00	\$ 80,600.00
6	Furnish and Install 18" HDPE Storm Drain Pipe per plans	291	LF	\$ 209.00	\$ 60,819.00	\$ 450.00	\$ 130,950.00	\$ 940.00	\$ 273,540.00
7	Furnish and Install 4" PVC Storm Drain Pipe per plans	20	LF	\$ 205.00	\$ 4,100.00	\$ 12.00	\$ 240.00	\$ 660.00	\$ 13,200.00
8	Furnish and Install 4" Perforated PVC Storm Drain Pipe per plans	1,028	LF	\$ 12.00	\$ 12,336.00	\$ 12.00	\$ 12,336.00	\$ 60.00	\$ 61,680.00
9	Furnish and Install 4" Cross per plans	3	EA	\$ 260.00	\$ 780.00	\$ 850.00	\$ 2,550.00	\$ 332.00	\$ 996.00
10	Furnish and Install 4" 90° Bend per plans	1	EA	\$ 200.00	\$ 200.00	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00
11	Furnish and Install 4" End Cap per plans	18	EA	\$ 90.00	\$ 1,620.00	\$ 250.00	\$ 4,500.00	\$ 177.00	\$ 3,186.00
12	Sawcut, Remove and Replace AC Pavement and striping	2,951	SF	\$ 16.00	\$ 47,216.00	\$ 15.00	\$ 44,265.00	\$ 3.00	\$ 8,853.00
13	Furnish and Install 1"-2" diameter washed crushed stone	837	CY	\$ 50.00	\$ 41,850.00	\$ 216.00	\$ 180,792.00	\$ 52.00	\$ 43,524.00
14	Furnish and Install 4 oz. non-woven filter fabric around stone	23,884	SF	\$ 2.50	\$ 59,710.00	\$ 1.25	\$ 29,855.00	\$ 0.70	\$ 16,718.80
15	Relocate existing signal light per plans	1	EA	\$ 34,000.00	\$ 34,000.00	\$ 27,000.00	\$ 27,000.00	\$ 40,000.00	\$ 40,000.00
16	Construct 12" Class 2 Aggregate Base (No CMB)	165	TONS	\$ 80.00	\$ 13,200.00	\$ 114.00	\$ 18,810.00	\$ 40.00	\$ 6,600.00
		Sub-Total		\$ 437,331.00		\$ 527,448.00		\$ 615,397.80	
		10% Contingency		\$ 43,733.10		\$ 52,744.80		\$ 61,539.78	
		Final Total		\$ 481,064.10		\$ 580,192.80		\$ 676,937.58	



**STAFF REPORT
10/9/2019**

TO: Honorable Mayor and City Council Members
FROM: Jonathan Hoy, P.E., Assistant City Manager/City Engineer
SUBJECT: Construction Contract with Matich Corporation in the amount of \$2,390,000.00 and an amount of \$239,000.00 for contingency for the construction of The Active Transportation Program (ATP) Cycle 2, City Project No. ST-100.

STAFF RECOMMENDATION:

Authorize The City Manager to execute a Construction Contract with Matich Corporation in the amount of \$2,390,000.00 and an amount of \$239,000.00 for contingency for the construction of The Active Transportation Program (ATP) Cycle 2, City Project No. ST-100.

BACKGROUND:

The City of Coachella was awarded in FY 2015/2016 from the Riverside County Transportation Commission (RCTC) a grant through SB 821 in the amount of \$2.2 million with a local share in the amount of \$531,000 funded through Measure A. The City Council, on 5/23/2018, authorized Amendment #1 with a consultant for design services. The proposed improvements include street signs, street lights, thermoplastic striping, bike green details, communications improvements, electrical service connection, minor signage installations, and other incidental appurtenant work. Improvements are to be constructed at various locations throughout the City.

DISCUSSION/ANALYSIS:

The City published a Notice of Inviting Bids in The Desert Sun on 9/6/2019 and 9/13/2019 and made the Notice available on its website. Bids were received and opened on October 2nd, 2019 at 2:00 pm. The City received four bids from the following companies:

- | | |
|-------------------------|----------------|
| 1. Matich Corporation | \$2,390,000.00 |
| 2. Granite Construction | \$2,405,245.00 |
| 3. All American Asphalt | \$3,112,444.00 |
| 4. Onyx Paving Company | \$3,456,000.00 |

Staff has reviewed the bids and determined that Matich Corporation is the lowest responsive bid, and recommends that the City execute a construction contract with Matich.

FISCAL IMPACT:

The ATP Cycle 2 Project ST-100 was included in the City’s approved CIP for FY 2019/20. The contract amount of \$2,390,000 plus contingency in the amount of \$239,000 will be funded with SB821 Grant and Measure A fund.

CONTRACT

THIS CONTRACT is made this ____ day of _____, 2019, in the County of Riverside, State of California, by and between the City of Coachella, hereinafter called City, and Match Corporation, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

ATP Cycle 2 Project

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 120 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Two Million, Three Hundred Ninety Thousand Dollars (\$ 2,391,000.00). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$2,500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors

CONTRACT

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Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the Engineering Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates, the aforementioned which may be obtained online at <http://www.wdol.gov/dba.aspx>, as provided jointly by the U.S. Office of Management and Budget, Department of Labor, Department of Defense, General Services Administration, Department of Energy, and Department of Commerce.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CONTRACT

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<p>CITY OF COACHELLA</p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>Attest:</p> <p>_____</p> <p>City Clerk</p> <p>Recommended By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p>	<p><u>MATICH CORPORATION</u></p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____149783</p> <p>License Number</p>
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Item 18.

Active Transportation Program Cycle 2 City of Coachella ST-100 Bid Opening: October 2, 2019				Match Corporation		Granite Construction		All American Asphalt	
Item No.	Item Description	Estimated Quantity	Unit	Item Price	Total	Item Price	Total	Item Price	Total
1	Furnish/Install roadside traffic sign as shown on plan	79	EA	\$ 208.00	\$ 16,432.00	\$ 225.00	\$ 17,775.00	\$ 208.00	\$ 16,432.00
2	Relocate existing sign and post to new location as shown on plan	9	EA	\$ 78.00	\$ 702.00	\$ 85.00	\$ 765.00	\$ 78.00	\$ 702.00
3	6" wide thermoplastic white bike lane line per caltrans Std. plan A20D-Detail 39	42,263	LF	\$ 0.57	\$ 24,089.91	\$ 0.62	\$ 26,203.06	\$ 0.55	\$ 23,244.65
4	Wet-sandblast and remove all conflicting traffic striping. Pavement legends/words and markings (Sheet 17-25)	1	LS	\$ 64,000.00	\$ 64,000.00	\$ 70,000.00	\$ 70,000.00	\$ 63,000.00	\$ 63,000.00
5	Clear and grub miscellaneous trash and debris required	1	LS	\$ 53,000.00	\$ 53,000.00	\$ 36,000.00	\$ 36,000.00	\$ 20,000.00	\$ 20,000.00
6	Construct 12" Class II aggregate base (NO CMB)	10,760	TONS	\$ 22.75	\$ 244,790.00	\$ 31.50	\$ 338,940.00	\$ 31.00	\$ 333,560.00
7	Enhanced CL2 Bikeway pavement markings ("Greenback Bike Lane") per plan details	70	EA	\$ 1,100.00	\$ 77,000.00	\$ 1,200.00	\$ 84,000.00	\$ 1,100.00	\$ 77,000.00
8	White pavement arrow marking as shown on plan per caltrans Std. plan A24A	23	EA	\$ 99.00	\$ 2,277.00	\$ 105.00	\$ 2,415.00	\$ 98.00	\$ 2,254.00
9	4" wide white channelizing lead line	100	LF	\$ 0.47	\$ 47.00	\$ 0.50	\$ 50.00	\$ 0.45	\$ 45.00
10	6" wide thermoplastic white bike lane drop striping per Caltrans Std. plan A20D-Detail 39A	1,674	LF	\$ 0.57	\$ 954.18	\$ 0.62	\$ 1,037.88	\$ 0.55	\$ 920.70
11	8" wide white chevron markings at 45-degrees	2,818	LF	\$ 2.86	\$ 8,059.48	\$ 3.10	\$ 8,735.80	\$ 2.85	\$ 8,031.30
12	4" yellow double-double (median island) markings w/type 'D' reflectors per Caltrans Std. plan A20B-Detail 29	2,241	LF	\$ 2.08	\$ 4,661.28	\$ 2.25	\$ 5,042.25	\$ 2.05	\$ 4,594.05
13	White pavement word marking as shown on plan per Caltrans Std. plan A24D (25-SF typ. area)	52	EA	\$ 130.00	\$ 6,760.00	\$ 142.00	\$ 7,384.00	\$ 130.00	\$ 6,760.00
14	12" limit line/crosswalk marking per Caltrans Std. plan A24E	474	LF	\$ 3.12	\$ 1,478.88	\$ 3.40	\$ 1,611.60	\$ 3.10	\$ 1,469.40
15	4" double yellow centerline per Caltrans Std. plan A20B-Detail 22	6,587	LF	\$ 0.94	\$ 6,191.78	\$ 1.00	\$ 6,587.00	\$ 0.95	\$ 6,257.65
16	8" white channelizing line per Caltrans Std. plan A20D-Detail 38 (left lane type)	541	LF	\$ 0.94	\$ 508.54	\$ 1.00	\$ 541.00	\$ 0.95	\$ 513.95
17	8" white channelizing line per Caltrans Std. plan A20D-Detail 38B (right lane type)	329	LF	\$ 0.94	\$ 309.26	\$ 1.00	\$ 329.00	\$ 0.95	\$ 312.55
18	Construct pedestrian crossing island per plan detail	2	EA	\$ 39,000.00	\$ 78,000.00	\$ 18,500.00	\$ 37,000.00	\$ 24,000.00	\$ 48,000.00

19	Construct 4" thick PCC sidewalk on 6" CL2 aggregate base over compacted subgrade per City of Coachella Std. drawing No. S-25.1	16,345	SF	\$ 5.74	\$ 93,820.30	\$ 9.85	\$ 160,998.25	\$ 11.00	\$ 179,795.00
20	Construct 8" thick PCC commercial driveway on 6" CL2 aggregate base over compacted subgrade per City of Coachella Std. drawing No. S-19.2	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 6,300.00	\$ 6,300.00	\$ 8,000.00	\$ 8,000.00
21	Cold plane 2' wide, 0.15' deep along join cuts, feather A.C. to match existing pavement	20,524	SF	\$ 0.52	\$ 10,672.48	\$ 1.15	\$ 23,602.60	\$ 0.70	\$ 14,366.80
22	Construct 0.55' HMA pavement	6,987	TONS	\$ 80.39	\$ 561,684.93	\$ 100.00	\$ 698,700.00	\$ 99.00	\$ 691,713.00
22A	Roadway Excavation	9,750	CY	\$ 24.72	\$ 241,020.00	\$ 18.00	\$ 175,500.00	\$ 68.00	\$ 663,000.00
23	Construct type "B" (8") curb and gutter over 0.50' Class 2 AB per City of Coachella Std. drawing No. S-8	2,386	LF	\$ 15.72	\$ 37,507.92	\$ 31.50	\$ 75,159.00	\$ 62.00	\$ 147,932.00
24	Construct perpendicular ADA pedestrian access ramp per City of Coachella Std. drawing No. S-26	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 3,400.00	\$ 6,800.00	\$ 13,000.00	\$ 26,000.00
25	4" wide skip white lane line per Caltrans Std. plan A20B-Detail 32	5,440	LF	\$ 0.47	\$ 2,556.80	\$ 0.50	\$ 2,720.00	\$ 0.45	\$ 2,448.00
26	Two-way left turn lane per Caltrans Std. plan A20B-Detail 32	142	LF	\$ 2.08	\$ 295.36	\$ 2.25	\$ 319.50	\$ 2.05	\$ 291.10
27	Furnish and Install solar-powered LED pathway lighting system, including light fixture, pole and foundation at 100' spacing along path	25	EA	\$ 8,300.00	\$ 207,500.00	\$ 8,300.00	\$ 207,500.00	\$ 7,500.00	\$ 187,500.00
28	Furnish and Install street light pole, 15-foot mast arm & luminaire complete with foundation and junction box per City of Coachella Std. drawings No. L-1 & L-2, and connect to existing electrical power per I.I.D. lighting standards and specifications	14	EA	\$ 6,800.00	\$ 95,200.00	\$ 7,300.00	\$ 102,200.00	\$ 6,600.00	\$ 92,400.00
29	Not Used	0			\$ -		\$ -		\$ -
30	Furnish and Install yellow class 1 (flexible post) delineator with reflective bands and fixed reboundable base, spaced at 50 feet apart. O.C.	51	EA	\$ 31.20	\$ 1,591.20	\$ 34.00	\$ 1,734.00	\$ 31.00	\$ 1,581.00
31	Furnish and Install white class 1 (flexible post) delineator with reflective bands and fixed reboundable base, spaced at 19 feet apart, O.C.	100	EA	\$ 31.20	\$ 3,120.00	\$ 34.00	\$ 3,400.00	\$ 31.00	\$ 3,100.00
32	4" wide skip yellow centerline (2-lane highways) per Caltrans Std. plan A20A-Detail 1	16,850	LF	\$ 0.47	\$ 7,919.50	\$ 0.50	\$ 8,425.00	\$ 0.45	\$ 7,582.50
33	Relocate existing mailbox	6	EA	\$ 400.00	\$ 2,400.00	\$ 550.00	\$ 3,300.00	\$ 520.00	\$ 3,120.00

Item 18.

34	Enhanced green CL2 bike lane drop markings per Caltrans Std. plan A20D-Detail 39A	137	EA	\$ 124.80	\$ 17,097.60	\$ 136.00	\$ 18,632.00	\$ 125.00	\$ 17,125.00
35	Furnish and Install 'No Dumping' signs per project specifications	4	EA	\$ 208.00	\$ 832.00	\$ 230.00	\$ 920.00	\$ 205.00	\$ 820.00
36	Furnish and Install anti-theft locking mechanisms to manhole and utility covers	4	EA	\$ 780.00	\$ 3,120.00	\$ 1,340.00	\$ 5,360.00	\$ 3,600.00	\$ 14,400.00
37	Furnish and Install pet/dog waste station with trash receptacle and plastic bag dispenser system	5	EA	\$ 431.60	\$ 2,158.00	\$ 470.00	\$ 2,350.00	\$ 430.00	\$ 2,150.00
38	Furnish and Install type III-BF anodized aluminum electrical service cabinet complete with foundation, circuit breakers and type V photo cell as detailed on plan, per City of Coachella and I.I.D. Stds and specifications	1	EA	\$ 10,400.00	\$ 10,400.00	\$ 10,000.00	\$ 10,000.00	\$ 9,100.00	\$ 9,100.00
39	Street lighting conduit and wiring per plan	1	LS	\$ 123,000.00	\$ 123,000.00	\$ 118,000.00	\$ 118,000.00	\$ 108,000.00	\$ 108,000.00
40	Remove and dispose of existing guardrail (5-post)	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,200.00	\$ 6,400.00	\$ 3,600.00	\$ 7,200.00
41	Relocate existing CATV/Telecomm pedestal	1	LS	\$ 520.00	\$ 520.00	\$ 460.46	\$ 460.46	\$ 5,200.00	\$ 5,200.00
42	Replace ex. Ladder crosswalk in place, including transverse and longitudinal bars per Caltrans Std. plan A24F	4,014	SF	\$ 3.12	\$ 12,523.68	\$ 3.40	\$ 13,647.60	\$ 3.00	\$ 12,042.00
43	Install bicycle symbol with arrow per plan detail	10	EA	\$ 46.80	\$ 468.00	\$ 50.00	\$ 500.00	\$ 46.00	\$ 460.00
44	Initial Mobilization	1	LS	\$ 229,330.92	\$ 229,330.92	\$ 50,000.00	\$ 50,000.00	\$ 96,020.35	\$ 96,020.35
45	Traffic Control construction signs	1	LS	\$ 114,000.00	\$ 114,000.00	\$ 57,900.00	\$ 57,900.00	\$ 198,000.00	\$ 198,000.00
		Sub-Total			\$ 2,390,000.00		\$ 2,405,245.00		\$ 3,112,444.00
		10% Contingency			\$ 239,000.00		\$ 240,524.50		\$ 311,244.40
		Final Total			\$ 2,629,000.00		\$ 2,645,769.50		\$ 3,423,688.40



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Provide staff direction on request from Eventscape International, Inc. for a \$25,000.00 sponsorship of the 2019 Run With Los Muertos Event.

STAFF RECOMMENDATION:

Provide staff direction regarding request from Eventscape International, Inc. for a \$25,000.00 sponsorship for the 2019 Run With Los Muertos Event.

EXECUTIVE SUMMARY:

On October 1, 2019, staff received the attached \$25,000.00 sponsorship request by Eventscape International, Inc., for the 2019 Run With Los Muertos Event. This event is a City co-sponsored event and has been since 2013. Annually this event has provided the in-kind services for traffic control, public safety and funded the actual costs of all traffic control and lighting rental expenses; these hard costs total \$15,000. Last year the City also provided a \$15,000 sponsorship above the in-kind and traffic equipment rental costs; bringing the City's funding for the 2018 event to \$30,000. Last year this event had 540 total registered runners and attracted an estimated 3,500-4,500 people to the City's Downtown. As the requested sponsorship is above the event's budgeted allocation staff is requesting direction regarding approval of this request. If approved the event budget will need to be augmented in the amount of \$10,000.

ALTERNATIVES:

1. Approve City Manager to process sponsorship request in the amount of \$25,000 and authorize allocation of \$10,000 from undesignated City General Fund reserves for sponsorship request.
2. Approve City Manager to process sponsorship request in an amount below \$15,000.
3. Decline sponsorship request submitted by Eventscape International, Inc.
4. Provide alternate direction to staff.

FISCAL IMPACT:

If Council approves request as submitted, an allocation of \$10,000 from undesignated General Fund reserves will be required to allow for sponsorship award in the requested amount of \$25,000 to the event expenditure account 101-11-160-90-801-013.

Attachment: Sponsorship Request



EVENTSCAPE

EventScape International, Inc
 P.O. Box 7201
 La Quinta, CA 92248

Item 19.

10/1/2019

INVOICE

RWLM 2019

Bill To

City of Coachella
 1515 6th Street
 Coachella, CA 92236
 Attn: Bill Pattison

Description	Qty	Rate	Amount
COACHELLA RUN WITH LOS MUERTOS FESTIVAL SPONSORSHIP			
Premiere Sponsorship	1	25,000.00	25,000.00
Entertainment, Large scale Installations, Library Space decor for: Procession, 5K Run, Block Party, Art Walk			
Sales Tax		8.75%	0.00

SIGNATURE:

TOTAL \$25,000.00



STAFF REPORT
10/9/2019

TO: Honorable Mayor and City Council Members

FROM: Jonathan Hoy, P.E., Assistant City Manager/City Engineer

SUBJECT: Professional Service Agreement with NV5 to develop final plans, specifications & estimates for the Grapefruit Boulevard Urban Greening and Connectivity Project No. ST-123

STAFF RECOMMENDATION:

Authorize the City Manager to execute a Professional Service Agreement with NV5 to develop final plans, specifications & estimates for the Grapefruit Boulevard Urban Greening and Connectivity Project No. ST-123, in an amount not to exceed \$330,000.00, which includes a 10% contingency.

BACKGROUND:

The City received approximately \$3.2 million in funding from SB 859-Green House Gas Reduction Fund for the City of Coachella's Grapefruit Boulevard Urban Greening and Connectivity Project No. ST-123. This grant is intended to help create healthy and vibrant communities by establishing and enhancing parks and open space, using natural solutions to improving air and water quality and reducing energy consumption, and creating more walkable and bike-able trails.

This phase of the project consists of the preparation of full construction documents including plans with final elevations, technical specifications, construction cost estimate (PS&E) and support services for the design of the following improvements:

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

DISCUSSION/ANALYSIS:

In August 2019, the City published a request for proposals from qualified professional engineering and landscape architectural service firms. On August 20, 2019 proposals were received from six engineering firms. Staff reviewed the proposals and conducted interviews with the top three firms. As a result of the evaluation and interview process NV5 was selected as the top firm for this project. The complete ranking of the top three firms is as follows:

1. NV5
2. MBI
3. MSA

FISCAL IMPACT:

There is no cost to the General Fund to develop the PS&E for this project. Funding for the Plans, Specification and Engineer Estimate was included in the City's Approved Capital Improvement Program (CIP) FY19/20 budget. Funding for this phase of the project is funded through Urban Greening Grant Agreement No. U29142-0.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
NV5**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of October 2019 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 Sixth Street, Coachella, California 92236 (“City”) and NV5 with its principal place of business at, 42-829 Cook Street, Suite 104 Palm Desert, CA 92211 (“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 professional engineering and landscape architectural 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 Grapefruit Boulevard Urban Greening Project No. ST-123 (“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 surveying 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 October 9, 2019 to October 9, 2021, 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:

Vickie Bridenstine, PE LEED AP - Engineering Manager

3.2.5 City’s Representative. The City hereby designates Jonathan D. Hoy, P.E. -City Engineer, or his 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 John McCarthy PE, CFM-Principal, or his 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.

3.2.9 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** 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 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** 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 **Three Hundred Thirty Thousand Dollars (\$330,000.00)** 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.

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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. 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:

NV5
42-829 Cook Street, Suite 104
Palm Desert, CA 92211
Attn: Vickie Bridenstine, PE LEED AP - Engineering Manager

City:

City of Coachella
1515 Sixth Street
Coachella, CA 92236
Attn: Jonathan D. Hoy, P.E. – Engineering 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. 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

Q3 CONSULTING

By: _____
Bill Pattison
City Manager

By: _____
Carmen Kasner
Regional Managing Director

APPROVED AS TO FORM:

By: _____
Carlos Campos, City Attorney

Date

ATTEST:

By: _____
City Clerk

Date

EXHIBIT "A"

PS&E FOR PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES, CITY PROJECT NO. ST-123 GRAPEFRUIT BLVD. URBAN GREENING AND CONNECTIVITY PROJECT

August 20, 2019

Prepared For:



City of Coachella
Jonathan Hoy, P.E.
1515 Sixth Street
Coachella, CA 92236



N|V|5

42-829 Cook Street, Suite 104
Palm Desert, CA 92211
Vickie Bridenstine
Phone: 760.341.3101 | Vickie.Bridenstine@nv5.com

August 20, 2019

City of Coachella
 Attn: Jonathan Hoy, P.E.
 1515 Sixth Street
 Coachella, CA 92236

SUBJECT: Proposal for Professional Engineering and Landscape Architectural Services PS&E for the Grapefruit Boulevard Urban Greening and Connectivity Project City Project No. ST-123

Dear Mr. Hoy,

The City of Coachella (City) has a unique 70 year history filled with a vibrant culture and an inspiring community. The City is in need of our engineering and survey team to assist with the preparation of full plans, specifications, and estimate (PS&E) for the Grapefruit Boulevard Urban Greening and Connectivity project. NV5, Inc. is that firm. Our proposal is intended to highlight our capabilities—the disciplines, similar experience, and qualified staff that we can bring to you. **NV5’s focus is always on quality of product and service and our goal is to always meet or exceed your expectations.**

- » **Understanding of Work** — NV5 understands the nature of the City’s needs and is fully committed to the services as outlined throughout our submittal. Our work will be performed under the direction of our Project Manager, Vickie Bridenstine, PE who has over 33 years of experience providing the services required in this contract.
- » **Similar Experience** — NV5 has delivered similar projects to local agencies throughout Riverside County, including the Cities of Coachella, Indian Wells, Palm Desert, La Quinta, Indio, the County of Riverside, and the Coachella Valley Water District. Through this experience we have: 1) confronted similar challenges and have resolved them, 2) identified ways to do it better, and 3) developed the ability to anticipate your needs, expectations, and unique project concerns. This experience will allow us to foresee problems before they occur and complete the project in a timely manner. Additionally, our knowledge of local codes and regulations make us ideal to perform these services.
- » **Responsiveness and Ability to Meeting Contract Needs** — NV5 will provide your requested services with our in-house staff in Palm Desert along with our subconsultant, Ray Lopez Associates (RLA), whom NV5 has enjoyed an excellent working relationship for many years.
- » **Strong Project Personnel** — Our team members’ track record of delivering important projects for the City, and the surrounding area demonstrates that we understand the concerns of municipalities and are familiar with developing and implementing standards and procedures.

CONSULTANT IDENTIFICATION

NV5, Inc. 42-829 Cook Street, Suite 104
 Palm Desert, CA 92211 760.341.3101

PRIMARY CONTACT FOR THIS ASSIGNMENT

Vickie Bridenstine, PE, LEED AP, Project Manager
 42-829 Cook Street, Suite 104, Palm Desert, CA 92211
 760.341.3101 | vickie.bridenstine@nv5.com

SUBCONSULTANT IDENTIFICATION

Ray Lopez Associates
 Ray Lopez, Principal, 56-960 Jackson Street, Vista, CA 92274
 760.206.9696 | rlascape@aol.com

A commitment letter for our subconsultant RLA has been included in the appendix.

This proposal shall remain valid for no less than 180 days from the date of submittal.

NV5 acknowledges receipt of RFP addendum no. 1 dated August 15, 2019. Please see signed addenda in the appendix.

NV5 verifies that all information submitted with this proposal is true and correct.

We are excited to work with the City on this contract and we look forward to strengthening our relationship.

Sincerely,

NV5, Inc.



Carmen Kasner, PE
Regional Managing Director
P26719-0005627.00



Vickie Bridenstine, PE, LEED AP
Project Manager

Qualifications, Related Experience, and References _____ 2

Proposed Staffing and Project Organization _____ 6

Work Plan _____ 7

Exceptions and Deviations _____ 15

Appendix

Cost and Price Proposal (under separate cover)

Qualifications, Related Experience and References | 2

FIRM PROFILE

NV5 is a provider of professional and technical engineering and consulting solutions to the public and private sectors. We provide services through five business verticals: **infrastructure, construction quality assurance, energy, program management, and environmental solutions.** With offices located throughout the United States and with extensive resources to provide services locally, we strive to bring projects from inception to completion.

Your primary NV5 team is based in Palm Desert, just a short drive from the project location. With over 300 engineers, surveyors and support personnel located in Southern California, we are capable of providing high quality services throughout the area.

Established in 1949, **NV5 has been serving Southern California for 70 years.** NV5 is a publicly-owned and traded national corporation incorporated in California with offices located throughout the United States. We have a reputation for excellence earned from a long list of clients, with a focus on communities and a mission to use engineering to improve the quality of those communities. Our services are traditional — engineering, planning, surveying, construction management, and construction support — but our attitude, approach, and delivery are unique. The relationships we establish with our clients, our commitment to sustainability and our involvement in the communities we live and work in set us apart from other companies. The result is that we go beyond our client's expectations to provide the right solutions for your project needs.

FINANCIAL CONDITION

NV5 is a leading provider of professional engineering and consulting solutions with a 70-year history. We have experienced steady growth and have been listed on Fortune Magazine's 100 Fastest Growing Firms List two years in a row (2017 - 2018). Our longevity and continued growth is a testament to our financial stability, ability to meet current and future obligations, and the strength of our professional capabilities.

CAPABILITIES

NV5 has worked for public and private clients, federal and local governments, and has delivered numerous projects within the Counties of Riverside, San Diego, San Bernardino and Imperial. **NV5 has a well established working relationship with the City as we are currently working on, or have completed over 20 projects in the areas of surveying, civil engineering, traffic and transportation, and water.** NV5 engineers have performed various required evaluations, economic analyses, and developed PS&E for a variety of engineering projects.

Some of the services we commonly provide to our clients include:

- » Surveying, Staking & Mapping
- » Independent Plan Review
- » Legal Descriptions
- » Site Civil Engineering
- » Flood Control & Drainage
- » NPDES Services
- » Engineering Studies
- » Water/Wastewater Engineering
- » Bridge & Transportation Engineering
- » Construction Support, Management & Inspection
- » Environmental Services
- » Geotechnical Engineering/Engineering/
- » Materials Testing
- » Community/Public Relations
- » Program Management
- » Energy Services

SUCCESS.

For the past 70 years, NV5 has provided professional expertise to public and private sector agencies. We talk with our clients and, more importantly, we listen. As a result, our clients trust us to provide the integrated consulting and management solutions that enable their success - regardless of project size or complexity.

EXPERIENCE.

NV5's team of civil engineering and survey professionals offers essential public work improvements, PS&E, and transportation improvements, as well as all other required services for this contract. NV5 has proven expertise to successfully provide the required services for the City of Coachella.

COMMITMENT.

NV5 is confident our expertise in civil engineering and surveying, combined with our extensive local knowledge, makes us your ideal partner. We have compiled a team of professionals who will be committed to the success of this project and will deliver the project in the agreed upon time-frame.

Qualifications, Related Experience and References | 3

Item 20.

SUBCONSULTANTS

NV5 routinely uses subconsultant firms to enhance our capabilities and provide outstanding services to our clients. For this project, we have chosen Ray Lopez Associates (RLA) due to their expertise in landscape architecture.

Ray Lopez Associates, established in 1990, is a well-respected full service landscape architectural firm providing landscape design and landscape construction administration services to its clients in the governmental and private sectors. Serving clients that include developers, municipal agencies, private residential and utility companies. RLA offers practical, cost effective and aesthetic landscape design solutions that provide lasting enjoyment for the intended users.

NV5 and RLA have an excellent long standing relationship and we have worked on numerous projects together, including projects in Twentynine Palms, Yucca Valley, Cathedral City, and Palm Desert. The following table describes the roles and responsibilities of NV5 and Ray Lopez Associates joint work.

PROJECT	DESCRIPTION	NV5 ROLE	RLA ROLE
Project Phoenix Twentynine Palms, CA	Downtown Plaza Project	Prime	Subconsultant
Prescott Plaza Yucca Valley, CA	Commercial Center	Prime	Subconsultant
Sage Estates Yucca Valley, CA	107 New Homes	Prime	Subconsultant
Mary Pickford Theater Cathedral City, CA	Parking Lot	Prime	Subconsultant
Mohawk Car Wash Yucca Valley, CA	Car Wash	Prime	Subconsultant
I-10 Auto Mall Indio, CA	Auto Mall	Prime	Subconsultant

REFERENCES

NV5's record of success is a true demonstration of the experience and credentials of our staff. However, despite how proud we are of our performance, we recognize that the true measure of success is the satisfaction of our clients. We encourage you to contact the individuals listed in the table below, as they can provide specific information regarding our performance and ability to meet schedule and budget requirements while going beyond simply producing a technically sound design and constructible project.

CITY OF TWENTYNINE PALMS	ANGENIOUS ENGINEERING SERVICES, INC.	NRO ENGINEERING
Frank Luckino City Manager 760.367.6799 fluckino@29palms.org	Andy Cheah Principal/Managing Director 949.599.5400 Andy.Cheah@angenius-es.com	Noel Owsley Principal 760.346.3250 noelo@aol.com

Qualifications, Related Experience and References | 4

RELEVANT EXPERIENCE

Past experience is the key indicator of future success. We are committed to quality and believe that commitment is one reason why more than 85% of our work comes from repeat clients—an obvious indicator of client satisfaction. Experience makes the difference between a successful and unsuccessful project. On the following pages we have included three similar projects that we feel highlight our team's capabilities to successfully complete the Grapefruit Boulevard Urban Greening and Connectivity Project.



TYLER STREET IMPROVEMENTS CITY OF COACHELLA | COACHELLA, CA

NV5 provided surveying and consulting services for Tyler Street improvements that included pulverizing and repaving the existing street, constructing a redwood header and widening the pavement to the full width of the street. Services included topographic surveys and base map, preparing and processing street improvement plans and profiles. This project was completed on time and within budget.

Reference: Jonathan Hoy, PE, City Engineer

Phone: 760.398.3502

Email: jhoy@coachella.org

AVENUE 54/VAN BUREN STREET CITY OF COACHELLA | COACHELLA, CA

NV5 provided survey and civil engineering services for the City of Coachella for the street widening of 6,300 linear feet of Avenue 54 and 400 linear feet of Van Buren Street. NV5 performed a topographic and design survey prior to design. Our civil design included street widening, the addition of median curbs, storm drain, and irrigation relocation. The design was processed through the County of Riverside and Coachella Water District as well as the City of Coachella. NV5 also provided staking and construction support for the city during construction.

Reference: Jonathan Hoy, PE, City Engineer

Phone: 760.398.3502

Email: jhoy@coachella.org



VAN BUREN STREET IMPROVEMENT CITY OF COACHELLA | COACHELLA, CA

NV5 provided engineering and surveying services for the Van Buren improvements. Design services included providing topographic surveys of existing features including above ground utilities, existing improvements, and preparing a base map of existing conditions. NV5 prepared and processed street improvement plans and profiles replacing the existing pavement and widening the roadway to include a bike path and walking path for Van Buren Street. This project was completed on time and within budget.

Reference: Jonathan Hoy, PE, City Engineer

Phone: 760.398.3502

Email: jhoy@coachella.org

Qualifications, Related Experience and References | 5



CALHOUN STREET IMPROVEMENT PROJECT CITY OF COACHELLA | COACHELLA, CA

NV5 provided engineering and surveying services for the Calhoun Street improvements. Design survey services including a topographic survey showing existing features including above ground visible utilities and existing improvements along Van Buren Street from the existing Pardee Tract to Avenue 49. NV5 prepared a base map showing existing conditions along with the existing right-of-way. Additionally, NV5 prepared and processed street improvement plans and profiles replacing the existing pavement and widening the roadway to include a bike path and walking path on both sides of Calhoun Street. This project was completed on time and within budget.

Reference: Jonathan Hoy, PE, City Engineer
Phone: 760.398.3502
Email: jhoy@coachella.org

AVENUE 48 WIDENING CITY OF COACHELLA | COACHELLA, CA

NV5 provided civil design and survey for the partial widening and striping of Avenue 48 between Jackson and Van Buren streets in the cities of Coachella and Indio.

Our designs include a new traffic signal designed for the intersection of Avenue 48 and Van Buren, which is under the jurisdiction of both cities and the County of Riverside. The street widening occurred in multiple areas on both sides of the street and included curb and gutter, sidewalks and street lighting. NV5 coordinated with the Imperial Irrigation District for electric pole relocations and street lighting design, and with the Coachella Valley Water District, which will abandon its existing irrigation pipelines and vacate the old Bureau of Reclamation easements.

NV5 also performed a topographic design survey and prepared right-of-way legal documents and a Phase-1 environmental assessment as part of this project.

Reference: Jonathan Hoy, PE, City Engineer
Phone: 760.398.3502
Email: jhoy@coachella.org

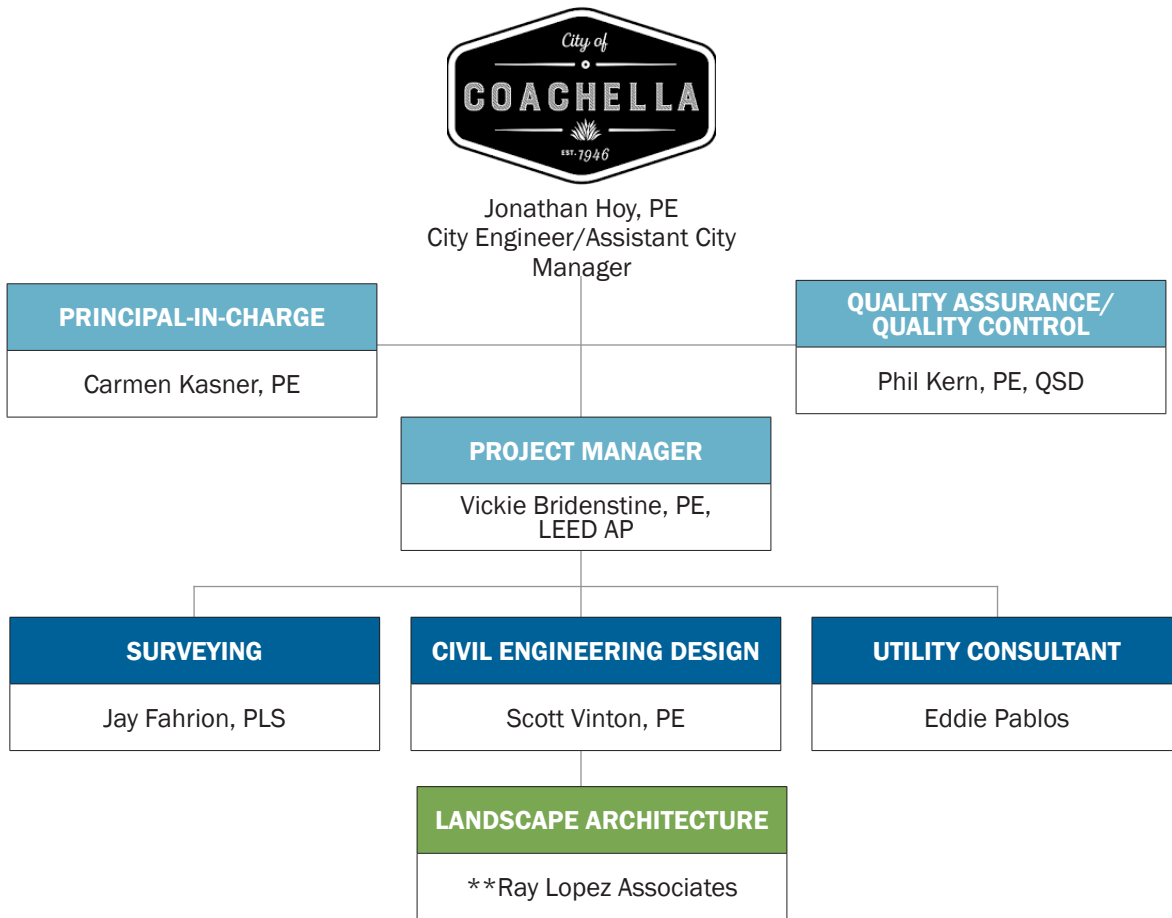


Proposed Staffing and Project Organization | 6

PROJECT TEAM

NV5 has assembled a team of highly qualified professionals to meet your project needs. Team members have been selected based upon their experience with the potential scope of services, their knowledge of the local area, and their ability to serve the City’s needs for this contract. Vickie Bridenstine, Jay Fahrion, and Ray Lopez all have extensive work experience with the City of Coachella. **All team members will be available to the extent proposed for the duration of the project—team members will not be removed or replaced without the prior written concurrence of the City.**

The following organizational chart delineates the our key personnel and their role for this project. Resumes detailing key team members’ relevant experience, education, and applicable licenses are provided in the appendix.



* Key Personnel
** Subconsultant

PROJECT UNDERSTANDING AND APPROACH

Phase 1 of the project includes research, information gathering, survey, coordination with the City staff and utility purveyors. Our first task will be to meet with City staff to determine if all the project’s goals and objectives have been covered by our proposal. We will also use this time with staff to review possible design alternatives to reduce costs and improve safety and function, if any and further define the project limits and scope. We will determine the project schedule, with the City’s concurrence, and begin gathering information and preparing the base mapping.

We will approach this project with the understanding that the key issues are as follow:

Create a safe, pleasant, artful and walkable route that connects the key assets and activity centers within the Pueblo Viejo Downtown District.

- Resulting improvement in pedestrian and bicycle safety (during and after construction)
- Safe traffic operations during construction
- Effective coordination with the City, business owners and utility purveyors
- Utility conflict identification and resolution
- Constructability
- Project costs
- Project schedule and completion
- Accessibility of the consultant
- Community relations

As part of this project, NV5 will create a comprehensive base map, which will include research of existing records, plans and data pertaining to the project site and environs. This will include reviewing all current Assessor’s Parcel Maps, Parcel Maps, Records of Survey, Filed Maps, Right-of-way Maps and any other available maps or record drawings that affect the centerline and right-of-way. This information will be used to develop a base map for the improvement plans.

Upon notice to proceed we will conduct an aerial topographic survey for Grapefruit Boulevard between Leoco Lane and Ninth Street in the areas of proposed improvements. We will provide aerial topography for the project limits and include three hundred feet (300’) beyond the project limits to the north and south and 50-feet beyond the right-of-way limits on each side of Grapefruit Boulevard. This will provide the photometrics to illustrate existing physical features within those limits. In addition to the aerial topography, we will survey cross-sections at all intersections with side streets within the right-of-way to acquire accurate data for design. Each intersection will be surveyed in detail in order to get the level of accuracy to ensure the proposed design of ADA ramps and sidewalks meet the current criteria.



Upon notice to proceed, we will initiate our utility coordination and research for the project. All major utility purveyors will be contacted and requests made for all of their information regarding the location of above-ground and subsurface utilities. The information received from the utility companies identifying the size and location of their facilities will be plotted and added to our base map. Part of our field survey task will include locating visible utilities and other surface objects within the right-of-way.

After completion of the above work, we will present the City with a comprehensive Planning/Engineering tool that will provide a clear, accurate document showing the current, existing physical and legal conditions of the roadway. We will use this base to overlay the proposed improvements including curb and gutter, Class II bike paths, bio swales and sidewalks. We will identify any areas that may be of concern, such as utility conflicts or local drainage issues. The geometric drawings showing the proposed improvements will be submitted to the City for approval prior to proceeding to subsequent phases of the project. A plant palette for all plants proposed to be included on the project will be submitted to the City. All proposed plants will comply with the Model Water Efficient Landscape Ordinance (MWELo). These preliminary drawings will provide a base for the preliminary landscape and streetscape design and will be submitted to the City for their review prior to finalizing the plans.

We assume that the environmental clearances for the project have already been obtained by the City. We will determine if any mitigation measures were identified during the environmental clearances will be required to bring the project impacts below a significant impact as indicated in a Mitigation, Monitoring, and Reporting Program (MMRP), if any.

Meetings with the City Staff, field reviews, coordination with utility purveyors, coordination with affected property owners, distributing information and soliciting feedback are all included in this first phase of the work.



Phase 2 of work will include the project design and development of the improvement plans, specifications and estimates. We will design roadway signage and striping to meet Caltrans Standards unless otherwise directed by the City. We will strategize with the city staff and utility owners to solve design issues, resolve potential utility conflicts and address public concerns that may arise prior to completed design.

The design for the flashing beacon will be finalized after the potholes are performed at the new beacon pole locations to verify the absence of utility conflicts.

We understand that those potholes will need to be drilled no less than the actual diameter of the proposed foundation of the poles and to the actual depth of the foundation.

The landscape plans and irrigations plans will be prepared in conjunction with the street improvement plans and submitted concurrently with those plans. Street furniture such as bike racks, benches, trash cans, shade structures and security lighting will be shown the plans.

Utility potholes will be performed at the design phase in order to confirm utility locations. Any coordination for utility relocations will occur during this phase and utility agreements will be initiated if necessary.

The plans, specifications and estimates will be submitted to the City for review at the 60%, 100% and final completion stage. Upon receipt and review of the City's comments, the review comments will be incorporated into the plans and they will be prepared to 100% completion. The preliminary Special Provisions of project specifications will be developed utilizing the Standard Specifications for Public Works Construction (latest edition), as well as a project Bid Schedule, which will be provided to the City for inclusion into the overall Project Specifications being compiled incorporating the City' boilerplate information. These items, along with a preliminary quantity and cost estimate based upon the Bid Schedule, will be submitted to the City for review and comment with the submittals of the plans.

Meetings with the City Staff, field reviews, coordination with utility purveyors, coordination with affected property owners if required, distributing information and soliciting feedback are all included in this phase of the work.

Phase 3 of the project includes construction support for the project. We will attend the pre-bid meeting and will be available during the bidding process to answer questions regarding the project plans and specifications. Once a contractor has been selected, we will attend the pre-construction meeting in support of the City and be available to answer questions and respond to requests for information during the construction of the project. We will provide construction staking of all of the improvements included on the plans. When construction is complete, we will work with the contractor and the City to prepare record drawings of the project for submittal to the City.

WORK PLAN

Based upon our review of the City’s Request for Proposal (RFP) and our review of the existing field conditions, we have prepared the following Scope of Work tasks that will be needed to complete and provide a project that meets the City’s goals and expectations.

PHASE 1

RESEARCH, INFORMATION GATHERING, SURVEY, UTILITY RESEARCH AND PROJECT MANAGEMENT AND UNDERSTANDING

Task 1.1 Kickoff Meeting – The NV5 team will attend a kickoff meeting with the City staff to review the City’s goals and expectations, the schedule, discuss possible design alternatives, if any, and further define the project limits and scope of work.

Task 1.2 Research Record Information – Obtain all record information that is available through the City of Coachella and Riverside County including right-of-way maps, parcel maps, dedication documents and others to establish the legal centerline and right-of-way for Grapefruit Boulevard.

Task 1.3 Utility Research – Prepare utility notifications for all dry and wet utilities in the vicinity of the project. NV5 will request record drawings and atlas information from the City of Coachella Sanitary District, Coachella Water Authority, Spectrum Cable, Imperial Irrigation District, Frontier Communications, and SoCal Gas for utilities in the area, the information, once received, will be incorporated into the base map.

Task 1.4 Survey Control – Research with Riverside County and local agencies will also be performed to obtain horizontal and vertical survey control data to establish horizontal and vertical control for the project. The survey crew will search for existing monuments of record to establish the centerline and right-of-way for to the portion of Grapefruit improvements within the project limits. This information is to be shown and plotted on the base map.

Task 1.5 Aerial Topography Survey – NV5’s Unmanned Aerial Vehicle (UAV) staff will perform aerial flights using UAV Photogrammetry and Lidar to create the aerial topographic survey. The NV5 survey staff will set 5 (five) targets and provide horizontal and vertical control using NAD 83, California State Plane Coordinates Zone 6 and Local Vertical Datum. NV5 will deliver an overall hard-copy plot and a CD-ROM



containing the Digital Terrain Model information used for the generation of topographical information, the contour information, planimetric detail, the tfw image limit files, orthophoto, TIFF images and .dwg image limits files which will allow us to bring the images into their proper coordinate position. The final delivery of digital information will be supplied in an AutoCAD CIVIL3D format. Aerial Topography will conform to US mapping standards.

Task 1.6 Supplemental Topographic Survey – A NV5 survey crew will perform a survey of the subject area utilizing a combination field surveying, utility locating, and aerial mapping operations. We will survey surface elevations and existing improvements, including:

- Visible above-ground utilities, including vaults, meters, freestanding equipment, manholes, and valves
- Drain inlets and outlets
- Fire hydrants, PIVs, and fire department connection(s)
- Fences, curbs and gutters
- Sidewalks, Handicap ramps
- Site light fixtures
- Power poles, guy wires, and power appurtenances

Task 1.7 Mapping – NV5 will compile all of the information obtained in the above tasks into a base map that will be utilized as a base for our concept design. We will map all of the record easements that are noted by record for the above-mentioned right-of-way. NV5 will map all existing utilities from observed evidence collected by the field survey and or evidence from plans requested by the surveyor and obtained from utility companies, or provided by client (with reference as to the sources of information). Aerial topography along with supplemental topography will be included in the base map.

Geometric Approval Drawings



Task 2.1 Conceptual Level Plans – Utilizing the base map and the aerial topography prepare conceptual level plans (30% level) of the project defining the proposed improvements for submittal to the City for review. Consideration will be given on how we can minimize impacts to the local businesses and provide a design that meets the City’s objectives.

Task 2.2 Conceptual Design Meeting with the City – NV5 design team will meet with the City staff to review the concept plan and discuss any revisions, potential constraints either physical or financial and discuss possible solutions. Agreed upon revisions will be incorporated into the concept plan prior to continuing with the next phase of the project.

PHASE 2

PROJECT DESIGN AND IMPROVEMENT PLAN DEVELOPMENT

Task 3.1 Final Plans, Specifications and Estimates (PS&E) – NV5 will prepare plans for the proposed improvements utilizing the approved conceptual design. The plans will be prepared as plan and profile sheets at a scale of 1”=20’. The title sheet will include the City’s standard notes and signature blocks. The plan package will include detail sheets and typical sections, a demolition plan, signing and striping as well as the street improvement designs. The plans will be submitted to the City for their review at 60% completions, 100% completion and Final approval. Final plans will be submitted on full size (24” x 36”) mylar.

Task 3.2 Coordination Meetings – The design team will meet with the City staff to review the project plans and status at the 60% and 100 % submittal milestones. The team will review the plan status and project schedule as well as the City’s plan check comments.

Task 3.3 Flashing Beacon and LED Security Lighting Design – NV5 will prepare plans identifying the locations and proposed feeds for the flashing beacon and LED security lights. The plans will be based on the improvement plans and will be coordinated with all existing and proposed facilities.

Task 3.4 Utility Potholing – We will coordinate utility potholing prior to final design for utilities where a conflict may be an issue due to the proposed improvements. The locations of the flashing beacons, will be potholed the approximate diameter and depth of the proposed foundation/footing to identify any potential conflicts. Water mains where anticipated tie-ins for water meters for irrigation improvements and water fountain improvements will be potholed as needed. Gas mains or other below ground utilities will be potholed to verify horizontal and vertical locations.

Task 3.5 Coordination with Imperial Irrigation District (IID) – We will coordinate with IID regarding the point of service location for electrical supply of flashing beacons. Any pole relocations required will be per IID design. We are assuming that IID will provide the down feed and conduit plan to the beacon light locations.

Task 3.6 Final Signing and Striping Plans – We will prepare signing and striping plans for the project improvements including transitions as needed on the north and south ends of the project. The plans will be prepared at a scale of 1”=20’ to match the street improvement plans. The plans will be prepared in planview only with stacked viewports and based upon Caltrans MUTCD.



Task 3.7 Specifications – We will prepare the project technical specifications for the proposed improvements for City review with the 100% and Final plan submittals. Specifications shall be prepared in Microsoft Word and shall conform to the Special Provisions Guide for use in the Standard Specifications for Public Works Construction and shall include the bid schedule indicating measurement and payment for bid items for the project. The City will provide the front-end bid documents, contract and general provisions.

Task 3.8 Engineer’s Estimate of Probable Costs – We will provide an engineer’s estimate of probable costs with and submit with the 100% and final plan submittal. The estimate shall be prepared in Microsoft Excel and reflect items shown on the bid schedule provided as part of the specifications including sufficient bid items as reflected on the improvement plans for contactors to properly bid on the scope of work. As part of this task we will prepare a schedule indicating probable construction duration in calendar days to submit to the City for their use in communication with the potential bidders.

LANDSCAPE DESIGN

Task 4.1 Project Coordination and Communication – NV5’s subconsultant RLA will perform general project coordination such as site visits, phone calls, emails, etc. in order to make sure the project design decisions are communicated to the City and the design team.

Task 4.2 Base Maps and Planting Palette – RLA shall use NV5’s base CAD files to create the Landscape Base Sheets required for the Preliminary Landscape Plans, Landscape Construction Plans and Irrigation Plans. RLA will also prepare a planting palette for the project which reflects the plants indicated in the RFP as well as other drought tolerant plants which meet the requirements of the Model Water Efficient Landscape Ordinance (MWELo) requirements. The plant palette will include the proposed species and sizes to be utilized on the project. (We understand that no trees may exceed 15 gallons in size in the initial planting.) The plant palette will be submitted to the City for their review prior to proceeding with the preliminary landscape design.

Task 4.3 Preliminary Landscape/Construction Plans – RLA will prepare a preliminary landscape plan on the base maps prepared as part of the previous task. The plan shall locate, size and identify all trees, shrubs and ground covers. Propose drinking fountains (4), trash cans (10), shade structures (4), benches (10) and bike racks (4) will be located on the plan. This plan will be submitted to the City and project team for review and preliminary approval.

Task 4.4 Final Construction Plans for Street Furniture – This plan will call-out and locate site amenities based upon the review and comments received from the project team and the City. The specifications for the installation of the amenities as described in the previous task will be per the manufacturer and/or suppliers.

Task 4.5 Final Landscape Plans – The final landscape plan will be based upon the review and comments received from the project team and City on the preliminary landscape plan. The plans will be submitted along with the irrigation plans to the City and the Coachella Water Authority for review and approval. The plans will include details and specifications required to install the landscape improvements, a title sheet with project information and an opinion of probable costs for the proposed landscape improvements.

Task 4.6 Irrigation Plans – The irrigation plan will be prepared to accompany the final landscape plans for submittal. The plan will specify all piping materials and sizes, emitters, valves, water meter locations and sizes required to irrigate the proposed and existing (if any) plant material. RLA will provide water calculations, flow requirements and equipment sizing as required.

Task 4.7 Processing Landscape and Irrigation Plans – Processing of the construction documents, landscape and irrigation plans will be done with the Water district and the City for final approval. Minor corrections to the plans after review by the agencies included under this task. It is assumed that no more than two submittals will be required before the plans are approved for construction.

PHASE 3

CONSTRUCTION SUPPORT

Task 5.1 Pre-Bid Requests for Information (RFIs) – We will respond to RFIs during the bidding process relating to our plans and specifications. We have assumed up to ten (10) pre-bid RFIs. We will provide documentation of our responses to the RFIs and submit them to the City for reference.

Task 5.2 Temporary Markings – We will provide temporary markings depicting the limits of construction prior to the pre-construction meeting.

Task 5.3 Pre-Construction Meeting – We will attend a pre-construction meeting with the City and the selected contractor. NV5 staff will include members of the design team and construction survey team. We will be prepared to answer any questions regarding the plans and specifications and we will be available to coordinate schedule of construction staking. Discussions will include staking request protocol and lead times.

Task 5.4 Construction Staking – NV5 will provide office calculations and one set of stakes for the following tasks.

- Curb and Gutter along the easterly side along with the handicap ramps on the westerly side of Grapefruit Boulevard and the southerly side of 9th street. Stake will be set at 25' intervals and graded to top of curb or finish surface. Cut sheets shall be provided to the client.
- Curb and Gutter for the proposed median along the center of Grapefruit Boulevard. Stake will be set at 25' intervals and graded to top of curb and invert of pipe in Bio Swale. Cut sheets shall be provided to the client.
- Stake locations of Beacon lights and lighted Bollards. Cut Sheets shall be provided.

Task 5.5 Construction RFIs – We will respond to Construction staff and/or Contractor RFIs during the project construction as it relates to clarification of technical design issues that may come up during construction. We have assumed up to ten (10) construction RFIs. We will provide documentation of our responses to the RFIs and submit them to the City for reference.

Task 5.6 Site Observation and Quality Control Landscape Improvements – During construction observe, recommend, clarify and provide “filed reports” for the duration of the construction installation, not to exceed fifteen (15) site visits (3 visits per week +/-). Field reports shall indicate construction activities/progress, on-site equipment/personnel and weather conditions. Additional days shall be billed at \$250.00 per visit/report as requested by the client.

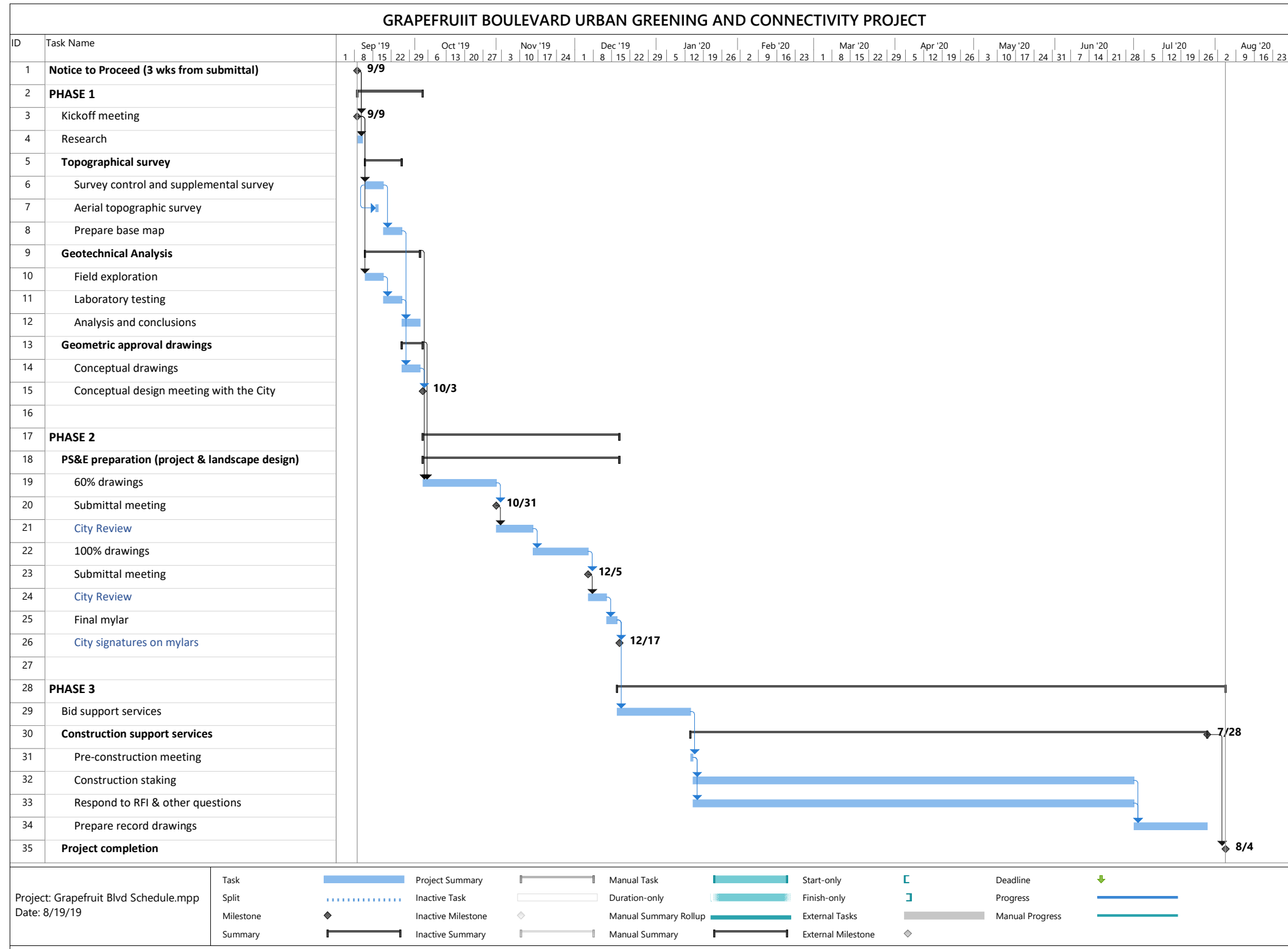
Task 5.7 Prepare Record Drawings – We will prepare a set of Mylar “Record Drawings” reflecting as-built conditions based upon red-line copies of the plans from the contractor and City inspector upon the project completion.

ASSUMPTIONS

- City already has the environmental clearances for this project.
- No additional right-of-way will be needed
- Record maps for existing right-of-ways are available for our use
- No fee encroachment permits will be required in order to accomplish our work including survey tasks

EXCLUSIONS

- CEQA documentation
- Geotechnical and pavement design services
- Community outreach services
- Hydrology/hydraulics calculations or reports
- Any task not included is excluded



EXCEPTIONS AND DEVIATIONS

NV5 prides ourselves in quality service, satisfied clients, and a cooperative approach to working relationships. This is due to a long track record of successful projects and clients offering repeat business. The request for proposal requested a description of possible exceptions to the sample Professional Services Agreement. Our review of the agreement has determined that the agreement is acceptable to NV5.

APPENDIX

RAY LOPEZ ASSOCIATES
LANDSCAPE ARCHITECTURE & PLANNING
56-960 JACKSON STREET, VISTA SANTA ROSA, CA 92274
Phone: 760 / 206-9696 E-mail: RLAscape@aol.com

August 14, 2019

Ms. Vickie Bridenstine
NV5, Inc.
42-829 Cook Street, Suite 104, Palm Desert, CA 92211
P: 858.927.3651 E: Kristina.Schulz@nv5.com

Subject: Letter of Commitment for the City of Coachella Request for Professional Engineering and Landscape Architectural Services Preparation of PS&E for the Grapefruit Boulevard Urban Greening and Connectivity Report / City project No. ST-123

Dear Ms. Bridenstine:

Ray Lopez Associates is pleased to join the NV5 team for the subject contract. We are committed to the NV5 team to provide Construction Documents for the site amenities (e.g. shade structures, drinking fountains, bike racks, benches), Landscape Plans, Irrigation Plans, Details and Specifications.

We appreciate your interest in Ray Lopez Associates and look forward to working with NV5 and the City of Coachella for this contract.

Sincerely,

Raymond C. Lopez

Raymond C. Lopez
President / Landscape Architect

CARMEN KASNER, PE

Principal-in-Charge

Carmen has 29 years of experience in municipal services focusing on civil design of CIP projects. She offers vast insight into public participation, permitting and coordination, project and design standards and site and access constraints. Carmen’s experience includes extensive levels of inventory development and condition assessment of agency assets, with projects ranging from sanitary to storm to roadway systems. Her experience also includes extensive work and coordination with various agencies in southern California involving flood control, development, transportation issues, water system capacities, sewer conditions and public meetings.

Project Experience

PROJECT PHOENIX

TWENTYNINE PALMS, CA

Principal-in-charge for this project overseeing the project team and providing guidance during the engineering and design phase. The development plan includes a 71-unit senior housing facility, a 14,000-square-foot multi-purpose building, a package wastewater treatment plant, public parking lots, and associated sidewalks, paseos, roadways, street, landscaping and lighting improvements. The area encompasses approximately 11.2 acres in downtown Twentynine Palms. NV5 has been contracted to provide all aspects of design services for this project including civil, water, wastewater, geotechnical, traffic, landscape and utility coordination services.

AVENUE 48 WIDENING, STRIPING AND SIGNAL

COACHELLA, CA

Carmen provided oversight and guidance to the team that provided civil design and survey for the partial widening and striping of Avenue 48 between Jackson and Van Buren streets in the cities of Coachella and Indio. NV5’s designs include a new traffic signal designed for the intersection of Avenue 48 and Van Buren, which is under the jurisdiction of both cities and the County of Riverside. NV5 coordinated with the Imperial Irrigation District for electric pole relocations and street lighting design, and with the Coachella Valley Water District, which will abandon its existing irrigation pipelines and vacate the old Bureau of Reclamation easements. The team also performed a topographic design survey and prepared right-of-way legal documents and a Phase-1 environmental assessment as part of this project.

CITYWIDE PEDESTRIAN ACCESS RAMPS

RANCHO MIRAGE, CA

Principal-in-charge of this project, which included survey and analysis of over 450 pedestrian access ramps within the City to determine the level of ADA compliance. Based upon a complex ranking system and physical locations of the ramps, 100 were selected to be replaced with ramps that meet the current Federal and state ADA requirements.

EAST VALLEY PARKWAY WIDENING

CITY OF ESCONDIDO | ESCONDIDO, CA

Principal-in-charge for the design of this \$6M project will eliminate a traffic bottleneck and features a bridge widening, traffic signal modifications, streetscape design, preparation of right-of-way documents and environmental services. The designers took special care during the geometric approval phase of the project to ensure that the improvements were no more than needed to accommodate future traffic projections, saving the City capital funds that could be applied to other needs.

EDUCATION

BS, Civil Engineering
South Dakota State University

EXPERIENCE

29 years

CREDENTIALS

CA Professional Engineer
No. 50856

CURRENT ASSIGNMENTS

PIC for:

Project Phoenix

San Luis Rey Recycled Water Pipeline

Miramar Cear Well Replacement Construction Management

ASSIGNMENT AVAILABILITY

10%

TENURE WITH FIRM

5 years

VICKIE BRIDENSTINE, PE, LEED AP

Project Manager

Vickie has over 34 years of civil engineering experience in public and private sectors. Her engineering background includes over five years of plan check services for various cities throughout southern California. Cities within the Coachella Valley/Inland Empire include Beaumont, Coachella, and Rancho Mirage. In addition to performing plan check reviews, Vickie was tasked with developing check lists to be used in ensuring plan completeness.

She has prepared designs and specifications as well as managed the design of many private and municipal engineering projects. Her special areas of expertise are sanitary sewer, water distribution, street design including reconstruction and rehabilitation, storm drain, hydrology and hydraulics, rough and final grading design. Through hands-on experience with state-of-the-art computer-aided design and drafting, combined with practical field experience, Vickie has provided comprehensive consulting services from the preliminary planning stages through construction for private sector and public works projects.

Project Experience

AVENUE 48 WIDENING COACHELLA, CA

The project includes street improvements for the widening Avenue 48 to three lanes in each direction. Vickie provided management and design engineering services for the street improvement plans, signing and striping and utility coordination, tying the new improvements into existing streets.

PROJECT PHOENIX TWENTYNINE PALMS, CA

Project manager for this 11.2 acre downtown redevelopment project. The project includes a 14,000 multi-purpose building, museum and cultural center, housing project, pedestrian paseos and parking lots, sewer and water improvements, street widening, undergrounding overhead utilities, landscaping and lighting improvements and a package wastewater treatment plant.

TYLER STREET PAVEMENT REHABILITATION COACHELLA, CA

The project included the reconstruction of approximately 3,300' of Tyler Street between Avenue 53 and Avenue 54 in the City of Coachella. The plan included pulverizing existing pavement and using it for base and repaving matching existing pavement and curb and gutter where they exist.

PEDESTRIAN RAMP IMPROVEMENT PROJECT RANCHO MIRAGE, CA

This project included the survey and analysis of over 450 pedestrian access ramps within the City to determine the level of ADA compliance. Based upon a complex ranking system and physical locations of the ramps, 100 were selected to be replaced with ramps that meet the current Federal and state ADA requirements. Vickie was the lead designer in the preparation of the plans and specifications for this project.

EDUCATION

Geotechnical Engineering,
University of Missouri, Rolla

EXPERIENCE

34 years

CREDENTIALS

CA Professional Engineer,
No. 57142

LEED Accredited Professional

CURRENT ASSIGNMENTS

Project Phoenix - 25%

Prescott Plaza - 20%

Gates of Spain - 5%

Onaga Trail Extension - 20%

ASSIGNMENT AVAILABILITY

30%

TENURE WITH FIRM

7 years

ST-70 CALHOUN STREET IMPROVEMENTS

COACHELLA, CA

Project manager and design engineer for approximately 1100 LF of street improvements and widening. The design included full depth removal of existing pavement and widening street to accommodate a bike lane and walking path on both sides of the roadway. The design was challenging due to existing power poles and developed properties directly adjacent to the right-of-ways. The plans also included the signing and striping for the new roadway.

ST-70 VAN BUREN STREET IMPROVEMENTS

COACHELLA, CA

Project manager and design engineer for approximately 1400 LF of street improvements and widening. The design included full depth removal of existing pavement and widening street to accommodate a bike lane and walking path. The design included vertical revisions to help deal with ponding issues on the existing roadway.

THE GARDENS AT EL PASEO

PALM DESERT, CA

Managed and designed this 8-acre “high-end” retail center in Palm Desert. The project included a pedestrian paseo and a multi-level parking structure developed in Palm Desert’s exclusive El Paseo retail district. The design included grading, drainage, sewer, water, street and utility coordination.

THE CANYONS AT BIGHORN

PALM DESERT, CA

As project manager /engineer for this 470-unit residential and golf community, Vickie was responsible for providing a full range of civil engineering services. The project included a Tom Fazio-designed golf course as well as coordination with the Corps of Engineers, Department of Fish and Game, and local agencies. The design included grading, street and storm drain design, sanitary sewer and water including three different pressure transmission and distribution mains.

PHIL KERN, PE, QSD
Quality Assurance/Quality Control

Phil's 32 years of experience includes designing and processing public works projects. He has performed in the capacity of project manager on a wide variety of civil engineering projects involving transportation facilities, utility repairs and upgrades, and site work. He has been directly responsible for the preparation of grading plans, infrastructure improvement plans, specifications, traffic control/phasing plans, and construction administration for numerous complex civil engineering projects. His familiarity with the operations of major local agencies has helped to streamline the design and processing of many projects. In addition to having special technical emphasis in the areas of hydrology, hydraulics, site and transportation design, Phil's capabilities are enhanced by his eye for detail and skills in organization, project planning, and written communication.

Project Experience

EAST VALLEY PARKWAY/VALLEY CENTER ROAD WIDENING
 ESCONDIDO, CA

Project manager for design of one half-mile widening of East Valley Parkway and Valley Center Road to prime arterial standards where it joined improvements previously constructed by the County. This \$6.7M project eliminates a traffic bottleneck and features a bridge widening, traffic signal modifications, streetscape design, preparation of right of way documents and environmental services. The designers took special care during the geometric approval phase of the project to ensure that the improvements were no more than needed to accommodate future traffic projections, saving the City capital and maintenance funds that could be applied to other needs.

SOUTH SANTA FE ROAD IMPROVEMENTS
 SAN BERNARDINO COUNTY, CA

Principal in charge for this project to widen South Santa Fe from a 2-lane to a 4-lane arterial roadway with a 50 mph design speed. This involves the preparation of alignment studies, final plans, specifications, and cost estimates. Project involves overhead utility relocation, replacement of existing water distribution system and sewage conveyance system, and major storm drain facility design including two major creek crossings, design of approximately 1,500 linear feet of major concrete channel design and three box culvert crossings (single, triple and quintuple barrel).

BAYSHORE BIKEWAY PROJECT
 SAN DIEGO, CA

Principal in charge for the Bayshore Bikeway, which makes a 26-mile loop around the San Diego Bay. A key element of this project was to coordination with each agency having jurisdiction along the proposed path. In addition, coordination involved SDG&E, the San Diego Unified Port District, railroad owners BNSF and MTS, and the United States Navy. Phil attended Monthly Project Development Team meetings, which were held to provide status and schedule updates to each agency.

EDUCATION

BS, Civil Engineering
 San Diego State University

EXPERIENCE

32 years

CREDENTIALS

CA Professional Engineer
 No. 40831
 Qualified SWPPP Developer
 Certificate CalEMA Safety
 Assessment Program Evaluator
 No. 68105

CURRENT ASSIGNMENTS

Espola Road Bike Lanes - 20%
 Quarry Road Bridge - 10%
 Scott Road Widening - 30%

ASSIGNMENT AVAILABILITY

25%

TENURE WITH FIRM

11 years

JAY FAHRION, PLS

Surveying

Jay is a survey manager in NV5's Palm Desert office with over 39 years of surveying and mapping experience in Northwest New Mexico and Southern California. He worked in the public sector for San Juan County Public Works in Aztec, New Mexico for eight years where his duties included right-of-way surveys and acquisitions, topographic surveys, and construction staking. His experience includes boundary surveys, ALTA surveys, topographic surveys, construction staking, preparing and processing record of surveys, corner records and parcel maps. His duties also include daily assignment of field and office work, managing field and office personnel, proposal preparation and client development. Jay has completed the rigorous American Congress on Surveying and Mapping course on various surveying specialties, as well as numerous other continuing education courses.

Project Experience

ST-70 - CALHOUN AND VAN BUREN STREET IMPROVEMENT PROJECTS

COACHELLA, CA

Survey manager for crews providing construction-staking services, topographic survey for the design and widening of streets, preparing plans and consulting with the City of Coachella. NV5 provided civil engineering and survey design services, which covers Calhoun Street and Van Buren Street.

PROJECT PHOENIX

TWENTYNINE PALMS, CA

Survey manager overseeing survey services for 11.2 acres of downtown Twentynine Palms that included the following tasks; aerial topographic survey which was flown by our UAV, supplemental topographic survey, boundary survey, location of existing utilities and preparation of a base map provided to the client.

AVENUE 54/VAN BUREN

COACHELLA, CA

Survey manager for an aerial survey of Avenue 54 from Harrison Street to Van Buren Street and Van Buren Street from Avenue 54 to Avenue 56. We provided street cross sections on Avenue 54, along with utility locations, and mapping of existing right-of-way on Avenue 54. Information was provided to the client for street design of Avenue 54, which will be done by NV5 staff.

AVENUE 50 BRIDGE AT COACHELLA VALLEY STORM CHANNEL

COACHELLA, CA

Survey manager for network control survey conducted to Caltrans standards along with aerial topography of the proposed site. NV5 staff provided a base map from record information along with network survey and aerial survey to the client.

EDUCATION

BS, Civil Engineering, San Diego State University

EXPERIENCE

39 years

CREDENTIALS

CA Professional Land Surveyor, No. 8207

CURRENT ASSIGNMENTS

City of LaQuinta - 30%

City of Indio - 25%

City of Twentynine Palms - 25%

ASSIGNMENT AVAILABILITY

20%

TENURE WITH FIRM

28 years

SCOTT VINTON, PE
Civil Engineering Design

Scott is a licensed civil engineer in the state of California with 28 years of experience, including experience in program management, project management, design and construction management services. His expertise includes commercial/institutional, public works, land development, energy and transportation projects.

As the project manager of many land development projects in southern California, Scott has been responsible for all phases of development from entitlement through construction. His design and management experience extends from small 40 lot subdivisions, high-density condominium and apartment sites, 2,200-lot master planned communities, public works projects, electrical substation and undergrounding to freeway construction. He has also provided due diligence assistance for clients wishing to determine the feasibility of development.

Project Experience

AVENUE 54 IMPROVEMENTS
 COACHELLA, CA

Project engineer providing construction support for one mile of street widening on Avenue 54 for the City of Coachella. His efforts included redesign of driveways, redesign of drainage and water facilities due to encountered underground obstructions and providing the surveyors additional information needed for the construction staking. All of these items needed to be accomplished in a short time frame to the contractor.

RANCHO MIRAGE DOG PARK
 RANCHO MIRAGE, CA

Project engineer working as a subconsultant to a landscape architect on a dog park for the City of Rancho Mirage. The project included finish grading design of a 3.7-acre dog park, sewer and water services, and public improvements fronting the park including street, sewer and water design.

AVENUE 48 WIDENING
 COACHELLA, CA

The project included street improvements for the widening Avenue 48 in the Cities of Coachella and Indio to three lanes in each direction. Scott provided design engineering services for the street improvement plans, signing and striping and utility coordination, tying the new improvements into existing streets.

JAMACHA BOULEVARD IMPROVEMENTS
 SAN DIEGO COUNTY, CA

Project engineer for design services for the County of San Diego for this ½-mile road-widening project. The project provides for the design of the widening of Jamacha Boulevard between Spring Glen Lane and Sweetwater Springs Boulevard in an unincorporated area of San Diego County. The two-lane road will be expanded to four lanes, including curb and gutter, sidewalk and parkways, bike lanes, a striped median, retaining wall and a water quality basin.

PAVEMENT REHABILITATION AND PEDESTRIAN CROSSINGS
 VISTA, CA

Scott provided civil design services for this project which included field pavement inspection, identifying distressed areas to be removed and recommending the appropriate pavement repair and pavement overlay for over 10 miles of roadway. He also performed inspection, construction survey, design, and as-built services for the replacement of approximately 58 pedestrian crossings. The City wanted to bring up to ADA standards.

EDUCATION

BS, Civil Engineering, San Diego State University

EXPERIENCE

28 years

CREDENTIALS

CA Professional Engineer, No. 54703

CURRENT ASSIGNMENTS

Southwestern College – 50%
 SDG&E – 10%

ASSIGNMENT AVAILABILITY

40%

TENURE WITH FIRM

14 years

EDDIE PABLOS

Utility Consultant

Eddie has over 23 years of experience encompassing management of the design, construction, and technical aspects of electric, gas, and telecommunications systems serving large master planned communities, single family tracts, multi-family developments, and commercial developments within the Orange, Riverside, Imperial, San Bernardino, Ventura, and Los Angeles Counties. His technical expertise, customer service, and project management skills enable him to provide quality customer service to clients.

Project Experience

LA ENTRADA – AVENUE 50

COACHELLA, CA

Utility Relocation designer for planning, design and engineering services for a new road being developed from the I-10 freeway to Avenue 50 in Indio, CA. This development is associated with the La Entrada project and included a Dry Utility Composite Exhibit as well as an extensive coordination effort with Imperial Irrigation Districts transmission department.

SILVEROCK WAY BACKBONE

LA QUINTA, VA

Utility Relocation designer for planning, design and engineering services for a new underground electric distribution system, and the creation of the substructure exhibit for Imperial Irrigation District, Verizon, and Time Warner on SilverRock Way from Avenue 52 south through the project to Jefferson Street (approximately 6030'feet). Coordination and management for the conversion of electric, telephone and cable television from overhead to underground

DOWNTOWN INDIO INFRASTRUCTURE PROJECTS

INDIO, CA

Utility Relocation designer for planning, design and engineering services for a new underground electric distribution system, and the creation of the substructure exhibit for Verizon and Time Warner. Coordination and management for the conversion of electric, telephone and cable television from overhead to underground. This work also includes the removal of the facilities from alley ways to the street frontage.

PGA WEST – THE SIGNATURE – TRACT 36538-1 AND 2

LA QUINTA, CA

Utility Relocation designer. Duties included management and coordination for Single Family Residential development; including the IID backbone bring up work order for street improvements on PGA Blvd. were coordinated with IID, Frontier Communications, Spectrum Communications, and Southern California Gas Company.

EDUCATION

MBA, University of Redlands

BS, International Business, United States International University

EXPERIENCE

23 years

CURRENT ASSIGNMENTS

Project Phoenix - 20%

Other Projects - 75%

ASSIGNMENT AVAILABILITY

5%

TENURE WITH FIRM

17 years

RAY LOPEZ, RLA

Landscape Architecture

Ray has over 30 years of experience in southern California desert communities providing landscape design and landscape construction administrative services to both private and governmental clients. His projects include a variety including commercial/industrial developments, landscape perimeters, street/highway medians, public agency facilities, public parks, golf resorts and golf club facilities, single-family residential and multi-family residential. He is registered as a “Desert Native Plant Expert” for the County of San Bernardino and the Town of Yucca Valley. His firm, RLA provides practical, cost effective and aesthetic landscape design solutions.

Project Experience

PROJECT PHOENIX TWENTYNINE PALMS, CA

Landscape Architect provided construction documents for landscape and irrigation plans for the 11.2 acres of downtown Twentynine Palms. Conduct site survey of the existing amenities, landscape, buildings and hardscape. Provide assistance in the approval process with the client, city and water district.

DESERT WILLOW GOLF RESORT - PERIMETER PARKWAY PALM DESERT, CA

Landscape Architect created construction documents for landscape, irrigation and hardscape plans for the approximately three miles of parkway around 36 holes of golf. Hardscape plans included a meander sidewalk and perimeter accented block wall. Services included site observation during the construction process. Provided assistance in the approval process with the client, city and water district.

JOE MANN PARK - PALM DESERT COUNTRY CLUB NEIGHBOR PARK PALM DESERT, CA

Project Leader for the design and construction of a three-acre neighborhood park. Created a sound working relationship with the design team (civil engineer, architect and client). Created construction documents for shade structures, drinking fountains, shade structures, trash cans, benches, basketball court, sand volleyball court, fencing, etc. Created landscape and irrigation plans.

RANCHO MARIPOSA - AREA 27 - RETENTION BASIN AND PERIMETER LANDSCAPE COACHELLA, CA

Provided a color rendering, landscape, irrigation, hardscape plans, details and specifications. Hardscape plans included sidewalk, benches and concrete mow strip for the compacted granite pathway. Conduction Observation and Final walk-thru services were provide for quality control.

BEAR CREEK CHANNEL BIKE PATH LA QUINTA, CA

Prepared landscape and irrigation plans for 1.6-mile-long bike path. Conducted construction observation for quality control during the installation of the landscape.

EDUCATION

BS, Landscape Architecture, California Polytechnic State University, San Luis Obispo

AA, Landscape Architecture, College of the Desert

EXPERIENCE

30 years

CREDENTIALS

CA Registered Landscape Architect, No. 3474

CURRENT ASSIGNMENTS

Project Phoenix - 50%

Desert willow Perimeter Upgrade - 10%

ASSIGNMENT AVAILABILITY

40%

TENURE WITH FIRM

29 years



CITY OF COACHELLA

1515 SIXTH STREET, COACHELLA, CALIFORNIA 92236

PHONE (760) 398-3502 • FAX (760) 398-8117 • WWW.COACHELLA.ORG

ADDENDUM TO REQUEST FOR PROPOSALS
FOR PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES
FOR THE GRAPEFRUIT BOULEVARD URBAN GREENING AND CONNECTIVITY
PROJECT, CITY PROJECT NO. ST-123

ADDENDUM NUMBER 1



Addendum Date: August 15, 2019

Purpose: This addendum supplements, amends, and takes precedence over the original request for proposal (RFP) and shall be taken into account when preparing bid proposals, and shall become part of the contract documents. Offerors shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have in their scope of services and cost proposal.

Note: All requirements of the RFP documents remain unchanged except as cited herein.

Item #1 – Responses to Questions:

1. Are there any conceptual drawings available for us to review? **Response: No, only the power point that was attached to the RFP.**
2. In regards to Scope of Work, section 3, sub-section 1, it states that the project manager to meet with City on a set schedule. Can these meetings take place via phone conference? **Response: Yes, when it's appropriate.**
3. Under this contract, is it the City's intention to have the undergrounding of utilities? Will there also be the possibility of relocating utility boxes as well if in conflict? If relocating utility boxes is required, will the consultant need to coordinate with the local utilities or will that be done by others? **Response: We are not planning to underground any utilities, but I'm sure that there will be conflicts and that will require coordination with utilities.**
4. Does the City have current street improvements plans that can be used for reference and early stage design work **Response: No, we may have some record drawings on file but the first task would be survey and record research to establish a base plan.**

Grapefruit Boulevard Urban Greening And Connectivity Project, City Project No. ST-123
Addendum Number 1
August 15, 2019
Page 2 of 2

5. On Page 4, Item 2a. There is a qualification requirement stating that indicates experience in right of way acquisition. On Page 7 Item B, the scope of work states all work is within the existing right- of – way. Please clarify this for us. **Response: No right-of-way acquisition is required.**
6. Is the wayfinding signage shown in the RFP the intended design or will the consultant be responsible to produce a new design? **Response: No, the signage was just an example.** If they are the intended design, have similar style signs been installed in the City? **Response: No, the city does not have an established sign program or branding.**
7. Does the City have a particular type of shade structures in mind and/or manufacturer? **Response: No, we are open to suggestions that are functional and within budget.**
8. Is the intent to install decorative lighting or street lighting? **Response: Safety lighting is primary focus, only minimal decorative lighting.**
9. Does the City have a structural section for the new pavement or will it be necessary to have a geotechnical engineer provide a recommendation? **Response: City will provide minimal section requirements.**
10. Is it possible to get a copy of the Grant for the project? **Response: The Grant will be provided to the selected firm.**
11. Is the project still due on August 20 at 2:00 PM? **Response: Yes.**

Acknowledgement: **Offerors must acknowledge** receipt of this Addendum by signing in the space provided below. All addenda shall be included in the appendices section of the Proposal. Failure to do so may result in rejection and disqualification of the Proposal.

Authorized Signature: 

Date: August 19, 2019

Company: NV5, Inc.



**STAFF REPORT
10/9/2019**

TO: Honorable Mayor and City Council Members
FROM: Celina Jimenez, Grants Manager
SUBJECT: Adopt Resolution No. 2019-50 Authorizing the City Manager to Submit and Execute a 2020-2021 Community Development Block Grant (CDBG) Entitlement Funding Application in the Amount of \$395,000.00 and Hold a Public Hearing for the Proposed Activity: Bagdouma Park Basketball Courts Rehabilitation Project

STAFF RECOMMENDATION:

Staff recommends that the City of Coachella hold a public hearing to solicit citizen participation to ensure all interested persons are able to access, understand, and comment upon information related to the proposed use of 2020-2021 Community Development Block Grant (CDBG) funds. Staff also recommends that City Council adopt Resolution No. 2019-50 authorizing the City Manager to submit and execute a 2020-2021 Community Development Block Grant Entitlement Funding Application in the amount of \$395,000.00 for the proposed activity: Bagdouma Park Basketball Courts Rehabilitation Project.

BACKGROUND:

The City can use its allocation for any eligible CDBG-activity, including, but not limited to, housing rehabilitation, code enforcement, and infrastructure improvement needs, as long as the primary beneficiaries are low-to-moderate income households. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing. For fiscal year 2020-2021, the City of Coachella’s estimated allocation is \$395,000.00 for CDBG-related activities.

DISCUSSION/ANALYSIS:

Through the 2020-2021 CDBG General Allocation, City Staff is proposing the submittal of a grant application for up to \$395,000.00 for the following eligible activity:

Bagdouma Park Basketball Courts Rehabilitation Project - \$395,000.00

The proposed activity is considered eligible for CDBG funding because it meets one or more of the following CDBG national objectives:

- The public facility or improvement will be used for a purpose the benefits of which are available to all the residents in a particular area that is primarily residential, and at least 51% of those residents are L/M income persons.
- Prevent or eliminate slums and blight; the public facilities and improvements are located in a designated slum or blighted area and are designed to address one or more conditions which contributed to the deterioration of the area

The City is proposing to resurface existing outdoor basketball courts at Bagdouma Park, which is considered a public improvement project. The basketball courts have developed cracks and a worn surface from years of play and weathering. The project will also install lighting for the basketball courts and other much-needed improvements.

ALTERNATIVES:

1. Adopt Resolution No. 2019-50 Authorizing the City Manager to Submit and Execute a 2020-2021 Community Development Block Grant (CDBG) Entitlement Funding Application in the Amount of \$395,000.00 and Hold a Public Hearing for the Proposed Activity: Bagdouma Park Basketball Courts Rehabilitation Project
2. Not Adopt Resolution No. 2019-50 Authorizing the City Manager to Submit and Execute a 2020-2021 Community Development Block Grant (CDBG) Entitlement Funding Application in the Amount of \$395,000.00 and Hold a Public Hearing for the Proposed Activity: Bagdouma Park Basketball Courts Rehabilitation Project

FISCAL IMPACT:

Once the application is approved, the County will send an agreement for signature and the County will issue a Letter to Incur Costs to the City of Coachella so that the City can receive reimbursement in the amount of \$395,000.00 in CDBG entitlement funds for its proposed activity. All disbursements of CDBG funds will be made within thirty (30) days after the County has received the City's reimbursement request including documentation supporting expenditures.

ATTACHMENT:

1. Resolution No. 2019-50

RESOLUTION NO. 2019-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE
A 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ENTITLEMENT FUNDING APPLICATION TO THE COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY IN THE AMOUNT OF \$395,000 FOR THE
BAGDOUMA PARK BASKETBALL COURTS REHABILITATION PROJECT**

WHEREAS, the County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 20, 2017, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974; and,

WHEREAS, the purpose of the CDBG grant application being submitted to the County of Riverside by the City of Coachella is to authorize the use of CDBG entitlement funds for fiscal year 2020-2021 in the estimated amount of \$395,000.00 which reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing; and,

WHEREAS, the City Council has published information regarding eligible activities under the Act and has conducted a duly noticed public hearing on October 9, 2019, at 6:00 p.m. in the Council Chambers of City Hall, 1515 Sixth Street, Coachella, California; and,

WHEREAS, the notice of public hearing was posted and advertised pursuant to applicable federal, state, and local laws; and,

WHEREAS, both oral and written testimony was presented to the City Council at the public hearing.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. **Incorporation of Recitals.** The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2. Conduct a Public Hearing and Adopt Resolution No. 2019-50 Authorizing the City Manager to Submit and Execute a 2020-2021 Community Development Block Grant (CDBG) Entitlement Funding Application to the County of Riverside Economic Development Agency in the estimated amount of \$395,000.00 for the Bagdouma Park Basketball Courts Rehabilitation Project.

Section 3. The City of Coachella intends to use its fiscal year 2020-2021 CDBG allocation for the following eligible CDBG-activities where the primary beneficiaries are low-to-moderate income households and activities prevent or eliminate slums and blight: Bagdouma Park Basketball Courts Rehabilitation Project.

Section 4. That the City Manager is authorized to submit and execute the contractual and related documents to be prepared by the City of Coachella that are required for the implementation of projects set forth herein.

PASSED, APPROVED and ADOPTED this 9th day of October, 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2019-50 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of October, 2019, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk