



AGENDA

CITY COUNCIL 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 12, 2022
6:00 PM Regular Meeting

Pursuant to Assembly Bill 361,
along with the Governor’s State of Emergency Declaration issued on March 4, 2020,
this meeting may be conducted via teleconference.

This meeting’s options will be either in-person or via Zoom:

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09 Or One tap mobile : 16699006833,,88457271898#,,, *606140# Or Telephone: US: +1 669 900 6833 Webinar ID: 884 5727 1898 Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.

- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER:

ROLL CALL:

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-88 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

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”

PLEDGE OF ALLEGIANCE:

PROCLAMATIONS/PRESENTATIONS:

2. Recognizing Santa Fe Restaurant as the 2022 Small Business of the Year Award Recipient
3. Presentation on the Coachella IFRP – Immigrant Families Recovery Program
4. Presentation from Consejo de Federaciones Mexicanas (COFEM) on the Proposed Chuckwalla National Monument
5. 2022 Holiday Parade Update
6. SB 1383 Update

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.)

7. Regular Meeting Minutes of September 14, 2022, 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.
8. Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 and 2022-23 Expenditures as of October 12, 2022, \$3,765,295.53.
9. Resolution No. 2022-83 Creating and or Updating Job Descriptions in the Customer Service and Management Analyst Job Position Series.

- [10.](#) Resolution 2022-90, a Resolution Authorizing the City Manager to Execute Agreements on Behalf of the City Associated with Local Road Safety Plan – Federal Aid # LRSPL-5294(019)
- [11.](#) Award Maintenance Agreement to BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122.
- [12.](#) Award Maintenance Agreement to BRC Construction for As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No. 081122B.
- [13.](#) Award Maintenance Agreements to both Rudy G Reyes (dba Rudy’s Electric) and Bear Electrical Solutions for the As Needed Electrical Repairs Project No. 081622.
- [14.](#) Approval for operation of a Beer Garden by Culturas Music & Arts on November 12, 2022, at Dateland Park from 11:00 a.m. to 8:00 p.m.
- [15.](#) Award professional services agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 082522H.
- [16.](#) Amendment No. 2 to the Professional Services Agreement with KOA Corporation, Inc. for an amount of \$16,344.00 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.
- [17.](#) Authorize the City of Coachella’s Tacos, Tequila and Chavelas Festival Beer Garden operation on October 22, 2022, at Veterans' Memorial Park from 4:00 p.m. to 8:00 p.m.
- [18.](#) Approve a Community Based Grant to the Bianca Rae Foundation in the Amount of \$1,000
- [19.](#) Approve a Community Based Grant to the Assistance League Coachella Valley in the Amount of \$1,000
- [20.](#) Approve a Community Based Grant to Angel View in the Amount of \$1,000.00 to Support its Outreach Program for Children
- [21.](#) Approve a Community Based Grant to the Coachella Youth Sports Association Soccer League in the Amount of \$1,000
- [22.](#) Authorize a Community Based Grant to Culturas Music and Arts in the Amount of \$1,000 to Support its Art Center
- [23.](#) Award Construction Agreement to WGJ Enterprises Inc. (dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122.
- [24.](#) Sponsorship of Raices Cultura for 2022 Dia de los Muertos Celebration in the Amount of \$15,000

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [25.](#) Resolution No. 2022-91 in Support of Rebuilding, Renovations, and Upgrades to Coachella Valley High School
- [26.](#) Resolution No. 2022-92 in Support of Action by the Desert Community College District to Establish a Branch in the Eastern Coachella Valley

27. Provide staff direction for 2022 Hometown Heroes Honorees.
28. Castro Mobile Home Park Water Consolidation Project, City Project No. W-37:
- a) Award Construction Contract with Jacobsson Engineering Construction, Inc. in the amount of \$762,774.00 plus 15% contingency; and
 - b) Authorize the City Manager to execute contract with Atlas Technical Consultants LLC for reoccurring, as needed, construction materials and quality assurance testing for the Castro Mobile Home Park Water Consolidation Project, City Project No. W-37.
29. 2022 Pedestrian and Road Safety Improvements, City Project No. ST-134:
- a) Award Construction Contract with Jacobsson Engineering Construction, Inc. in the amount of \$1,498,267.98 plus 20% contingency, and
 - b) Approve Amendment #1 to the professional engineering services contract with KOA in an amount not to exceed \$75,000, and
 - c) Award a professional service contract for materials testing to Atlas Technical Consultants in an amount not to exceed \$25,000, for the 2022 Pedestrian and Road Safety Improvements, City Project No. ST-134.
30. Approve an Art in Public Places Proposal for a City of Coachella Art Mural at Acrisure Arena in the Amount of \$10,000
31. Approve an Art in Public Places Proposal for a City of Coachella 75th Anniversary Mural by Michelle Guerrero in the Amount of \$16,000
32. Approve an Art in Public Places Proposal for a City of Coachella 75th Anniversary Mural on the U.S. Postal Service Building by Michelle Guerrero in the Amount of \$15,000
33. Approve an Art in Public Places Program Proposal to Restore the Shady Lane Murals by Culturas Music and Arts in the Amount of \$13,000
34. Memorandum of Understanding (MOU) with Twenty-Nine Palms Band of Mission Indians in Regards to the Dillon Road Corridor Improvement Project

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

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:

*Complete Agenda Packets are available for public inspection on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager
Best Best & Krieger, LLP, City Attorney

SUBJECT: Resolution No. 2022-88 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

STAFF RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2022-88 to continue fully or partially virtual public meetings.

BACKGROUND:

The Brown Act generally allows for teleconference or virtual meetings, provided that the physical locations of the council members joining by teleconference are posted on the agenda, that those locations are open to the public and that a quorum of the council members is located within the City. Newly enacted AB 361 provides an exception to these procedures in order to allow for fully virtual meetings during proclaimed emergencies, including the COVID-19 pandemic.

In March of 2020, Governor Newsom issued Executive Order N-29-20, which suspended portions of the Brown Act relating to teleconferencing, enabling fully virtual meetings without having to post the location of the council members attending virtually. Many cities and other public agencies have been holding public meeting using virtual platforms since this time. In June of 2021, Governor Newsom issued Executive Order N-08-21, which provided that the exceptions contained in EO N-29-20 would sunset on September 30, 2021.

On September 10, 2021, the Legislature adopted AB 361, which allows public agencies to hold fully virtual meetings under certain circumstances. Governor Newsom signed the bill into law on September 16, 2021. Because it contained an urgency provision, it took immediate effect. The Governor then suspended AB 361 until October 2, allowing a transition period from the prior Executive Order.

Under AB 361, cities can hold meetings without a public meeting space and without providing notice of the council members' teleconference locations if there is a Governor-proclaimed state of emergency and either state or local officials are imposing or recommending measures to promote social distancing or the City Council determines that meeting in person will be unsafe for attendees. If the virtual meeting is due to social distancing recommendations, the City Council does not have

to make any findings at its first meeting under AB 361. However, to continue meeting virtually, the City Council must find that state or local officials still at least recommend measure to promote social distancing. The findings must be made within 30 days of the first meeting and every thirty days thereafter.

DISCUSSION/ANALYSIS:

On March 4th, 2020, the Governor proclaimed a state of emergency due to the COVID-19 pandemic. The state of emergency remains in effect as of the publication of this report.

Virtual meetings are currently allowed under AB 361 because state and local officials are continuing to recommend measures to promote social distancing. In the case of the pandemic, the requisite standards for holding virtual meetings are low. The City Council would only have to find that any state or local official is recommending measures to promote social distancing. Under the plain language of the statute, there does not have to be an order requiring social distancing, and the recommendation only needs to come from a state or local official. Nothing in the bill requires that the recommendation be a formal recommendation of a local health officer or in any sort of formal guideline.

Under AB 361, the “local agency” – which the Brown Act defines as the City, not the City Council - may utilize virtual meetings if the “legislative body” makes the required findings. As defined in the Brown Act, a “legislative body” includes both the City Council and all committees and commissions. Because the City Council is the most appropriate board to make findings and policy decisions on behalf of the City, the proposed resolution contains a two-pronged approach: It provides that all commissions and committees shall be authorized to utilize virtual meeting procedures for 30 days, and authorizes each individual commission or committee to make findings in support of virtual meetings if the City Council has not renewed or terminated the resolution. Thus, the proposed resolution provides the City Council with the flexibility to allow its commissions and committees to host virtual meetings, while still maintain the City Council’s jurisdiction to require in-person meetings as warranted.

AB 361 allows the use of fully virtual meetings under the foregoing conditions, but it does not prohibit hybrid meetings. By adopting the proposed resolution, and continuing to renew it as conditions warrant, the City Council and any subordinate boards are not precluded from holding meetings that have some traditional components and some virtual or telephonic components. The City Council (and other City boards) may hold meetings where some members join in the Council Chambers and some members join virtually. The City Council may also continue to allow both live and virtual public comments, together with reduced capacity in the Chambers as conditions warrant. For any hybrid meetings, AB 361 requires that members of the public be able to make live public comments directly to the Council or other board using telephonic or electronic means and that the agenda identify the means for making public comments.

As noted above, by adopting the proposed Resolution, the City Council is not prohibited from returning to fully in-person meetings. The Resolution is intended to provide the option to utilize the AB 361 procedures in lieu of the Brown Act’s standard teleconferencing requirements. At future City Council meetings, a consent calendar item will be placed on each agenda to reconsider

and potentially renew the Resolution.

FISCAL IMPACT:

None.

ATTACHMENT:

Resolution No. 2022-88

RESOLUTION NO. 2022-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the City Council finds that the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act; and

WHEREAS, the City Council has reconsidered the circumstances of the state of emergency and finds that state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, the City Council desires that the City of Coachella, including all commissions, committees, and other Brown Act bodies shall continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

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

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The City Council and all other commissions, committees or other Brown Act bodies of the City shall be authorized to continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3).

Section 3. This Resolution does not prevent or prohibit the City Council or any commission, committee or other Brown Act body of the City from holding hybrid meetings (containing both virtual and in-person components) or from meeting in-person, provided such meetings comply with AB 361 and with all state and local health orders. Commissions, committees and other Brown Act bodies shall comply with all rules established by the City Council and/or City Manager for attendance at meetings.

Section 4. The City Council shall take action to renew this Resolution every thirty days for as long as any state or local officials continue to recommend any measures to promote social

distancing, but the City Council may terminate the Resolution at any time. In the event that more than 30 days pass between regular City Council meetings, the City Council shall take action to renew this Resolution prior to taking any action or engaging in any deliberation or discussion in a virtual meeting; renewal of this Resolution may occur either at the beginning of the next regular meeting or at a special meeting called for such purposes. In the event this Resolution has lapsed, and the City Council has not terminated it, any commission, committee or other Brown Act board of the City shall be authorized to, and shall, make any required findings in order to meet virtually under AB 361.

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 12th day of October 2022.

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. 2022-88 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of October 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Santa Fe Restaurant and owner Pedro Padilla’s success story embodies the American dream; and

WHEREAS, born in San Juan De Los Lagos, Jalisco, Pedro Padilla immigrated to the United States at the age of 19 in search of employment opportunities. Through hard work and determination, Pedro gained culinary experience in various restaurants before saving enough to open his own business; and

WHEREAS, in 2008, Pedro Padilla opened Santa Fe Restaurant in the City of Coachella, adding the Cathedral City location the following year; and

WHEREAS, Santa Fe Restaurant stepped up to support seniors, struggling families, and our essential farmworkers during the pandemic. The food assistance program they launched saved many residents, senior citizens and farmworkers from going hungry. They were one of the first restaurants in the state who mobilized to provide this type of food delivery service, and they did so without hesitation or expectations of repayment; and

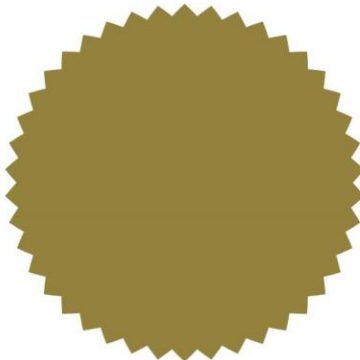
WHEREAS, Pedro Padilla and his wife, Mireya, remain dedicated to various charitable causes in the Coachella Valley community and uplifting the dreams of other immigrants. Pedro’s generosity as a local philanthropist grew alongside his success as a business owner and helped students obtain computers to keep up with their virtual learning studies. His other charitable ventures include supporting higher education scholarships and citizenship assistance; and

WHEREAS, on Wednesday, August 17, 2022, restaurant owner Pedro Padilla traveled to Sacramento to receive the 2022 Small Business of the Year award from Assemblymember Eduardo Garcia at an event hosted by the California Small Business Association.

NOW THEREFORE, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

Santa Fe Restaurant

and urge all citizens of the City of Coachella to join me in honoring them for their dedication to this community.



IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 12th day of October 2022.

Steven A. Hernandez

Steven A. Hernandez, Mayor
City of Coachella, California

2022 Coachella Holiday Parade



(Digimon)

Holiday Parade



- Traditionally has over 100 total entries.
 - 60-70 are school entries
- City met with CVUSD ASES advisors (24) to discuss Holiday Parade theme and address logistics.
- CVUSD ASES agreed to keep entries in moving pace.
- CVUSD and City collaboration to pre-upload all youth performance music with sound engineer in advance of parade to reduce performance times.
- Add parade contractor to address gaps along the route. (funded by sponsor)

Event Title Variations

- Anime Coachella Holiday Parade
- Coachella Anime-ated Holiday Parade
- Anime-ated Coachella Holiday Parade

- Grand Marshalls
 - Artists of approved Coachella Murals during 2022

Pokemon



Yu-Gi-Oh!



Full Metal Alchemist



Naruto



Sailor Moon



Dragon Ball Z





SB 1383 Update





Residential Services - Organics

HOW TO GET YOUR **KITCHEN PAIL**

- 1** Contact Burrtec Customer Service to request your kitchen pail at (760) 340-2113 or email customerservice@burrtecdesert.com
- 2** Your new kitchen pail will be delivered on your next service day
- 3** Begin using your kitchen pail!



HOW DO I GET MORE LINERS?
You can reuse store vegetable or grocery bags to line your pail, or purchase new ones



WHAT DOES MY KITCHEN PAIL COME WITH?



Need Help? We're Here!
(760) 340-2113
www.burrtec.com

Scan here to watch a video



NEW RESIDENTIAL ORGANIC RECYCLING PROGRAM Item 6.
INCLUDE THE FOOD

GOT FOOD SCRAPS? WE WANT THEM!

The Curbside Organics Program is here. Residents help us divert food waste from our landfills and help the City and the State of California meet its SB 1383 Climate Goals.

WHAT IS MY ORGANIC RECYCLING DAY?

Your service day schedule is the same, there are no changes to your waste and recycling services.

WHY RECYCLE FOOD SCRAPS?

California's SB 1383 Regulation requires Cities to provide a community-wide organic recycling program. Food waste is one of the largest components of trash sent to landfills. However, food waste is not trash, but rather a valuable resource turned into useful compost.

WHAT IS COMPOST?

Compost is a soil amendment that enriches our soil. Compost benefits our landscape by preventing soil erosion, mitigating the frequency of water, and much more. By recycling your food scraps, you are reducing waste and creating compost - a double win! Recycling food scraps into compost captures nutrients and energy and returns them to our environment.

Get to know your **NEW FOOD WASTE RECYCLING PROGRAM**



Don't have a Green Bin?
Call Burrtec and we will deliver one to you.

COMPOSTING 101

Did you know that composting not only turns wasteful trash into a valuable resource for our farms and gardens but can even help reverse climate change?



Luckily, our City benefits locally from your actions by composting at our local Coachella Valley and Edom Hill Compost Facilities! Food scraps in a landfill create methane, a potent greenhouse gas that traps CO2 and contributes to global warming.

KITCHEN PAIL CORNER

Scan Here to learn how to order your Free Kitchen Pail



Need Help? We're Here!
(760) 340-2113 | www.burrtec.com



Residential Services – What goes in the Bin?





Commercial Recycling/Organics Program

CITY OF COACHELLA BUSINESSES

Your business has recently received recycling programs for AB 341 recycling and AB 1826 organics recycling!

Please begin using your programs and keep your recycling free of contamination.



CA STATE LAW AB 341 Mandatory Commercial Recycling (MCR)

Requires commercial businesses and multi-family complexes with five (5) or more housing units within one building, that generate four (4) cubic yards or more of commercial solid waste per week to have a recycling program in place.



CA STATE LAW AB 1826 Mandatory Commercial Organics Recycling (MORe)

Requires commercial businesses and multi-family complexes with five (5) or more housing units within one building, that generate two (2) cubic yards or more of commercial solid waste per week to recycle their organic waste material. Organic waste includes food waste, green waste, landscape and pruning waste, and non-hazardous wood waste.



To learn more about these laws, scan, call or visit:
(760) 340-2113 | burrtec.com





?Questions?



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

MINUTES

CITY COUNCIL CLOSED SESSION AND
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

September 14, 2022

5:00 PM Closed Session

6:00 PM Regular Meeting

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:05 p.m. by Councilmember Beaman Jacinto.

ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez (*arrived at 5:20 p.m.*), and Mayor Hernandez (*arrived at 5:30 p.m.*).

City Treasurer Aviles, and City Clerk Zepeda

Absent: None.

Pursuant to Assembly Bill 361, along with the Governor’s State of Emergency Declaration issued on March 4, 2020, this meeting was conducted both in-person and via teleconference/electronically.

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-77 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Councilmember Beaman Jacinto

Approved: 3-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza.
 NOES: None.
 ABSTAIN: None.
 ABSENT: Mayor Pro Tem Gonzalez, and Mayor Hernandez.

APPROVAL OF AGENDA:

Final vote on approval of the agenda took place after Council reconvened.

There were no modifications to the agenda.

Motion: To approve the agenda as presented

Made by: Mayor Pro Tem Gonzalez
 Seconded by: Councilmember Galarza
 Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.
 NOES: None.
 ABSTAIN: None.
 ABSENT: None.

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

Council adjourned into Closed Session at 5:07 p.m. to discuss the following item:

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 763-412-040
 City Negotiator: City Manager and City Attorney
 Under Negotiation: Price and Terms

(Mayor Pro Tem Gonzalez arrived at 5:20 p.m. and Mayor Hernandez arrived at 5:30 p.m.)

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

The City Council reconvened into open session at 6:00 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Martin led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

City Attorney Campos stated that Council met in Closed Session, and direction was given, but no reportable action was taken.

PROCLAMATIONS/PRESENTATIONS:

3. Overview of AB617 Air Quality Improvement Program for Eastern Coachella Valley (ECV)
4. Fiscal Year 2023/24 CDBG Program Overview

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

5. Regular Meeting Minutes of July 27, 2022, 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.
6. Voucher Listing — EFT's/Utility Billing Refunds/FY 2021-22 and FY 2022-23 Expenditures as of September 14, 2022, \$8,843,549.95.
7. Ordinance No. 1197 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 34, Villa Verde Apartments, Annexed to Said District (*Second Reading*)
8. Ordinance No. 1198 (Change of Zone No. 22-02) to change the zoning designation of the 7.8-acre vacant site (APN 763-400-016 and 763-400-017) from “Heavy Industrial” to “Urban Employment Center” located near the southwest corner of Avenue 52 and Industrial Way. City-Initiated. (*Second Reading*)
9. Resolution No. 2022-35, Development Impact Fee Deferral Agreement for Coachella Lakes RV Resort
10. Approve Resolution No. 2022-82 setting a Penalty and Penalty Interest Rate for Delinquent or Deficient Transactions that do not currently have a specified Penalty and/or Penalty Interest Rate
11. Resolution No. 2022-84 entering into a Professional Service Agreement for a Utility Manpower Study with Raftelis.
12. Investment Report – July 2022
13. Investment Report – June 2022
14. Contract Amendment No. 1 with Atlas Technical Consultants LLC for reoccurring, as needed, construction materials and quality assurance testing for the Pueblo Viejo Sustainable Transportation Project, City Project ST-130
15. Authorization to file a Notice of Completion for City Project ST-123, Grapefruit Boulevard Urban Greening and Connectivity Project.

- 16. Authorization to file a Notice of Completion for Street Pavement Rehabilitation Phase 17, City Project ST-105 (Las Plumas & Valencia Neighborhood Slurry and Striping Improvements)
- 17. Sponsorship of Run With Los Muertos Event:
 - 1. Sponsorship request from Eventscape International, Inc. for \$35,000.00 for the 2022 Run With Los Muertos Event; and
 - 2. Approval for operation of a Beer Garden by Palm Springs Wine Fest on November 5, 2022 in Downton Sixth Street from 3:00 p.m. to Midnight.
- 18. Award Maintenance Services Agreement to US National Corp for Painting Maintenance Services for City Facilities Project No. 052522.
- 19. Standard Irrigation Installation Agreement for DR Horton Tract 32074 for Irrigation Lateral Relocation.
- 20. Authorize the Executive Director (City Manager) to sign the First Supplement to the Memorandum of Understanding regarding collaboration on the Coachella Valley Salt Nutrient Management Plan with a cost share amount of \$199,062.79

Motion: To approve per staff recommendation, Consent Calendar Items 5 through 20.

Made by: Councilmember Beaman Jacinto

Seconded by: Mayor Pro Tem Gonzalez

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- 21. Resolution No. 2022-85 A Resolution of the City Council of the City of Coachella, California, declaring the second Monday in October as Indigenous Peoples’ Day Holiday; encouraging other institutions to recognize the day; and reaffirming the City Council’s commitment to promote the well-being and growth of The Coachella Valley’s Indigenous Community.

Staff recommends adding the following section in the resolution:

WHEREAS, the City of Coachella lies within and in proximity to the sovereign Indigenous territories of the Augustine Band of Mission Indians, Cabazon Band of Mission Indians, Auga Caliente band of Cahuilla Indians, Torres-Martinez Band of Cahuilla Indians, Twenty-Nine Palms Band of Mission Indians and honors their Indigenous heritage, presence and future destiny within the Coachella Valley.

Written Communication: Amanda Vance – August Band of Cahuilla Indians, 9-13-2022 at 10:54 a.m.
Carlos Gonzales – Teamsters Local 1932, 9-14-2022, at 11:25 a.m.

(Continued)

(Item 21, Resolution No. 2022-85, continued from previous page.)

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Mayor Pro Tem Gonzalez

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

22. Resolution No. 2022-86 Authorizing the Purchase and Implementation of a new Enterprise Resource Planning System.

Motion: To approve per staff recommendation

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Delgado

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

23. Resolution No. 2022-87, to transfer Fire Engine 279 to Riverside County under the current Fire Engine Use Agreement.

Motion: To approve per staff recommendation

Made by: Mayor Hernandez

Seconded by: Councilmember Delgado

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

24. Resolution No. WA-2022-05, a Resolution of the Board of Directors of the Coachella Water Authority, adopting Level 2 Demand Reduction Actions as outlined in the Authority’s Water Shortage Contingency Plan, and as Required by the State Water Resources Control Board’s Drought Emergency Rulemaking

Motion: To approve per staff recommendation

Made by: Board Member Galarza

Seconded by: President Hernandez

Approved: 5-0, by the following roll call vote:

AYES: Board Member Beaman Jacinto, Board Member Delgado, Board Member Galarza, Vice President Gonzalez, and President Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

25. Construction Contract with Petrochem Materials Innovation, LLC (PMI) in the amount of \$376,269.28 plus 20% contingency for the Street Pavement Rehabilitation Phase 17 Vista Escondida Neighborhood Slurry Seal and Striping Improvements, City Project ST-105.

Motion: To approve per staff recommendation

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Gonzalez

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

26. Construction Contract with Three Peaks Corp in the amount of \$624,310.21 and an amount of \$62,431 for contingency for the construction of the Bagdouma Court Improvements– City Project P-21, CDBG Project No. 4.CO.24-20.

Motion: To approve per staff recommendation

Made by: Councilmember Beaman Jacinto

Seconded by: Councilmember Delgado

Approved: 5-0, by the following roll call vote:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

None.

REPORTS AND REQUESTS:

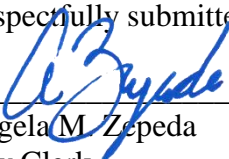
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 8:39 p.m.

Respectfully submitted,



Angela M. Zepeda
City Clerk

apChkLst
09/14/2022 9:00:04AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
914	8/25/2022	48066 US BANK	Sta 7/25/22	7/25/2022	ACC XXXX-XXXX-XXXX-0925,	19,875.43	19,875.43
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							19,875.43

1 checks in this report.

Grand Total All Checks: 19,875.43

Date: August 25, 2022



Finance Director: Nathan Statham

apChkLst
09/14/2022 9:25:48AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
915	9/14/2022	31705	RIVERSIDE COUNTY FIRE DE 234841	8/29/2022	FY21/22- 4TH QTR FIRE PRO	730,164.31	730,164.31
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							730,164.31

Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
114612	9/14/2022	54137	CONSERVE LANDCARE LLC 67485	2/28/2022	2/25 LNDSCPE ENHANCEMEN	3,045.00	3,045.00
114613	9/14/2022	02019	COUNTY OF RIVERSIDE SHEFSH0000041633	6/30/2022	FY21/22 RMS/CLETS SVCS	44,529.00	44,529.00
114614	9/14/2022	12870	DEPARTMENT OF JUSTICE 600763	8/25/2022	MAY2022 BLOOD ALCOHOLA	140.00	
			606807	9/7/2022	JUNE2022 BLOOD ALCOHOL,	35.00	175.00
114615	9/14/2022	54812	PAX FITNESS REPAIR, LLC 1510	6/28/2022	INSTLL'D KEYPAD ON TREAD	608.48	
			1511	6/28/2022	JUNE2022 PREVENTATIVE M/	225.00	833.48
Sub total for WELLS FARGO BANK:							48,582.48

5 checks in this report.

Grand Total All Checks: 778,746.79

Date: September 14, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -I

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
916	9/14/2022	45929	BECK OIL, INC.	56406CL	8/31/2022	PE8/31 GRAFFITI DEPT FUEL	301.81	301.81
917	9/14/2022	49486	BRC CONSTRUCTION	20221316	7/12/2022	INSTLL'D LIGHT POLES/FOOT	21,800.00	
				20221317	7/12/2022	INSTLL'D PAYMENT DROP BC	5,600.00	
				20221315	7/12/2022	INSTLL'D SOLAR LIGHT BOLL	2,450.00	29,850.00
918	9/14/2022	53391	BSK ASSOCIATES	RF01001	8/31/2022	JUNE-AUG2022 WASTEWATE	2,829.00	
				RF01002	8/31/2022	JULY-AUG2022 WATER SAMP	1,631.00	4,460.00
919	9/14/2022	00207	GRAINGER INC	9436251335	9/6/2022	PUMP REPAIR KIT	670.11	
				9436329156	9/6/2022	INJECTION CK/BACK PRESS	215.71	
				9429318372	8/30/2022	ASSORTED SPORTS DRINK	159.03	
				9436251327	9/6/2022	JAW COUPLING INSERT & HL	40.58	1,085.43
920	9/14/2022	53736	RG2 MANAGEMENT LLC	3208	9/6/2022	WE 9/4: M. MENDEZ+S. VALEI	1,984.50	
				3210	9/6/2022	WE 9/4: J. HERNANDEZ	1,386.00	
				3212	9/7/2022	WE 9/4: K. MEDINA	1,132.88	
				3211	9/7/2022	WE 9/4: R. VALENCIA	1,008.00	
				3189	8/24/2022	WE 8/21: R. VALENCIA	1,008.00	
				3209	9/6/2022	WE 9/4: F. HERNANDEZ	840.00	
				3213	9/12/2022	WE 9/11: K. MEDINA	783.75	
				3214	9/12/2022	WE 9/11: R. VALENCIA	756.00	
				3207	9/6/2022	WE 9/4: A. REYES	322.88	9,222.01
921	9/14/2022	50629	VINTAGE ASSOCIATES, INC	225931	8/31/2022	INSTLL'D SOD @ BGDMA PAF	6,525.00	6,525.00
922	9/14/2022	51697	WESTERN WATER WORKS SI	1405488-00	9/1/2022	RUBBER DROP-IN MTR GSKT	5,202.60	
				1405460-01	8/30/2022	SOFT COPPER TUBING 60FT	2,270.70	
				1405460-00	8/25/2022	SOFT COPPER TUBING 100F	1,609.50	
				1405460-02	8/31/2022	3/4"-1" METER KEY	165.30	
				1405415-00	8/18/2022	4 SDR35 PVC 45 GXS	12.73	9,260.83
FOR WELLS FARGO BANK -SEPARATE CHECK:								60,705.08

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114616	9/14/2022	01436	AMERICAN FORENSIC NURSE76364	8/22/2022	AUG2022 BLOOD DRAW	61.22	61.22	
114617	9/14/2022	42837	ARAMARK UNIFORM SERVICEAUG2022	8/31/2022	PE8/31 UNIFORMS, MATS & T	3,769.87		
			AUG2022 SAN	8/31/2022	PE8/31 UNIFORMS, MATS & C	1,081.38		
			AUG2022 CC	8/31/2022	PE8/31 MATS & MOPS	570.68		
			24846545	8/23/2022	BRUSHED COTTON CAPS W/	225.32	5,647.25	
114618	9/14/2022	54818	AVILA, ERIC	Scholarship	9/8/2022	2022 YOUTH FOOTBALL SCH	75.00	75.00
114619	9/14/2022	00836	BIO-TOX LABORATORIES	43204	8/16/2022	7/5+18 LAB SERVICES	1,521.46	
			43254	8/16/2022	7/18 LAB SERVICE	51.55	1,573.01	
114620	9/14/2022	43862	BRENNTAG PACIFIC, INC	BPI269172	8/26/2022	CHEMCHLOR SODIUM HYPO	5,123.39	
			BPI343669	8/29/2022	8/26 DRUM RETURN	-725.00	4,398.39	
114621	9/14/2022	54819	CABRERA, JUAN GIL	Scholarship	9/8/2022	2022 YOUTH FOOTBALL SCH	150.00	150.00
114622	9/14/2022	43634	CACEO	200022328	9/7/2022	REG 10/25-27, CACEO CONF:	425.00	
			200022329	9/7/2022	REG 10/25-27, CACEO CONF:	425.00		
			200022332	9/7/2022	REG 10/25-27, CACEO CONF:	425.00		
			200022333	9/7/2022	REG 10/25-27, CACEO CONF:	425.00		
			200022331	9/7/2022	REG 10/25-27, CACEO CONF:	425.00		
			200022376	9/13/2022	CCEO APP FEE- P. HERNAND	200.00	2,325.00	
114623	9/14/2022	02048	CDW GOVERNMENT, INC.	CM67677	9/1/2022	PREMIER HIGH SPEED LETTI	2,170.80	
			CM88736	9/1/2022	VIEWSONIC 27IN QHD LED, E	2,094.36	4,265.16	
114624	9/14/2022	54816	CITY-COUNTY COMMUNICATI	2017	9/1/2022	2022 ANNUAL MEMBERSHIP:	400.00	400.00
114625	9/14/2022	01072	CLASSIC AUTO TRANSPORT	67333	8/16/2022	8/16 UNLOCK EVIDENCE VEH	50.00	50.00
114626	9/14/2022	53220	COACHELLA ACE HARDWARE	4163/1	8/22/2022	VS MECHANICS TL ST 216PC	446.92	
			4211/1	9/1/2022	WATERFALL PUMP	190.30	637.22	
114627	9/14/2022	52375	CORE & MAIN LP	R416033	8/17/2022	1-1/2 INSERT LINER F/CTS, E	165.86	165.86
114628	9/14/2022	00749	COUNTY OF RIVERSIDE	SH0000041666	8/24/2022	7/1-27 LAW ENFORCEMENT S	5,896.56	5,896.56
114629	9/14/2022	09950	CVWD	Aug 2022	9/1/2022	CN 332543, AUG2022 WELL R	56,320.01	56,320.01
114630	9/14/2022	50103	D&H WATER SYSTEMS	I2022-1149	8/29/2022	K IODIDE	648.18	648.18
114631	9/14/2022	54135	DEL VALLE INFORMADOR INC	2022-190	9/7/2022	9/8-15 AD: FIESTAS PATRIAS	960.00	960.00
114632	9/14/2022	42219	DELL FINANCIAL SERVICES	10603237733	7/28/2022	PRECISION 3650 TOWER	2,102.09	2,102.09
114633	9/14/2022	12870	DEPARTMENT OF JUSTICE	600711	8/25/2022	JULY2022 BLOOD ALCOHOL A	210.00	
			606760	9/7/2022	AUG2022 BLOOD ALCOHOL A	175.00	385.00	
114634	9/14/2022	53007	DESERT PROMOTIONAL &	87747	8/25/2022	POLOS W/ EMBROIDERY	52.20	52.20
114635	9/14/2022	14860	E. K. WOOD LUMBER COMPAI	505863	8/24/2022	EAGLE 4 TINE CULTIVATOR	46.74	46.74
114636	9/14/2022	54815	FATBOY TACOS AND CATERIN	0874	9/8/2022	9/17 VIP CATERING @ FIESTA	11,092.50	11,092.50
114637	9/14/2022	02272	FRANKLIN TRUCK PARTS, INC	IN338120	8/25/2022	HEAVY DUTY MUD FLAP	70.99	70.99

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114638	9/14/2022	51494	GARDA CL WEST, INC.	10707474	9/1/2022	SEPT2022 CASHLINK MAINTENANCE	1,369.18
				10707465	9/1/2022	SEPT2022 ARMORED TRANS	1,099.38
114639	9/14/2022	20450	IMPERIAL IRRIGATION DISTRICT	50387122-AG22	9/7/2022	AC50387122, 8/2-31, SEWER I	39,366.66
				50035560-AG22	8/31/2022	AC50035560, 7/29-8/26, ST LIC	21,124.37
				50509172-AG22	9/6/2022	AC50509172, 8/2-31, CORP YA	3,401.72
				50705542-AG22	9/6/2022	AC50705542, 8/2-31, PERMIT	3,208.21
				50705544-AG22	9/6/2022	AC50705544, 8/2-31, PERMIT	155.94
				50035836-AG22	9/6/2022	AC50035836, 8/2-31, WELL #1	71.74
				50217597-AG22	9/6/2022	AC50217597, 8/2-31	46.35
				50487676-AG22	9/6/2022	AC50487676, 8/2-31, LIFT STA	15.31
114640	9/14/2022	51600	IRC, INC.	2022080046	8/1/2022	AUG2022 PRE-EMPLOYMENT	301.32
114641	9/14/2022	24600	LOPES HARDWARE	010707	8/19/2022	DRILL BIT SET, HANDLE SLEE	449.26
114642	9/14/2022	54600	LORA, RISSETH	Mlge	9/6/2022	JUL-SEP2022 MILEAGE REIMI	283.13
114643	9/14/2022	49990	NORTHERN SAFETY CO., INC	904910803	8/23/2022	FOUR SHLF 1ST AID KIT, ETC	394.37
114644	9/14/2022	47192	O'REILLY AUTO PARTS	2855-472631	8/24/2022	CTRL ARM ASY	55.76
114645	9/14/2022	51847	PARTY TIME RENTALS	38	8/23/2022	9/17 SLIDES+MECHANICAL BI	3,110.00
114646	9/14/2022	49989	PAUL ASSOCIATES	86238	8/24/2022	BUSINESS CARDS: E. BELTR	124.82
114647	9/14/2022	54812	PAX FITNESS REPAIR, LLC	1603	8/31/2022	INSTLL'D 12V BATTERY & BEI	415.10
				1559	7/29/2022	JULY2022 PREVENTATIVE MA	225.00
				1604	8/31/2022	AUG2022 PREVENTATIVE MA	225.00
114648	9/14/2022	02028	PETE'S ROAD SERVICE, INC.	610767-00	8/29/2022	MOUNT/BALANCE NEW TIRE	236.39
114649	9/14/2022	52596	PLANIT PRINTWORKS	915683	9/6/2022	PLANS- CASTRO MOBILE HO	180.86
114650	9/14/2022	42759	PROPER SOLUTIONS, INC.	13656	8/26/2022	WE 8/26: ARELLANO+LOPEZ	2,130.00
				13680	9/2/2022	WE 9/2: ARELLANO+LOPEZ	1,882.50
				13679	9/2/2022	WE 9/2: M. CASTILLO	1,200.00
114651	9/14/2022	54737	RHYTHM TECH PRODUCTION	778	6/14/2022	9/16-17 SOUND/STAGE FOR F	26,943.47
114652	9/14/2022	54817	RODRIGUEZ, ROSA	Scholarship	9/6/2022	2022 YOUTH FOOTBALL SCH	115.00
114653	9/14/2022	54643	SCOTT BURCH DESIGN	0000574	7/31/2022	FIESTAS PATRIAS FLYER	350.00
114654	9/14/2022	54620	SOUTHWEST PROTECTIVE SI	10127	8/1/2022	JULY2022 SECURITY SVCS @	7,496.50
				10231	9/1/2022	AUG2022 PATROL SVCS @ P	6,944.00
				10230	9/1/2022	AUG2022 SECURITY SVCS @	5,170.00
				10229	9/1/2022	AUG2022 PATROL SVCS @ LL	4,480.00
				10228	9/1/2022	AUG2022 SECURITY SVCS @	4,329.88
114655	9/14/2022	54665	SPECTRUM ENTERPRISE	0037022082822	8/28/2022	AC 8448 20 899 0037022, SEP	2,317.69

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114656	9/14/2022	52595	STAPLES BUSINESS CREDIT	7363168397-0-1	8/17/2022	ADJUSTABLE UNDER DESK F	118.52
				7363168397-0-2	8/16/2022	GW FILE PKT LTR ASST, FILE	75.87
				7363747540-0-1	8/24/2022	POST-IT, FILE FOLDER 3-TAB	54.94
							249.33
114657	9/14/2022	43858	STAPLES CREDIT PLAN	9169	8/29/2022	ESSAY/DOCUMENT-CUSTOM	343.54
114658	9/14/2022	54814	THE CLOWN FAMILY	866797	9/8/2022	9/17 FACE PAINTING, ETC @	1,200.00
114659	9/14/2022	38250	TOPS N BARRICADES	1095531	8/19/2022	MESH CLASS II LIME W/ SLV,	321.52
114660	9/14/2022	38800	UNDERGROUND SERVICE AL	820220113	9/1/2022	AUG2022- 61 NEW TICKETS+	116.75
				22-2300511	9/1/2022	CA STATE FEE FOR REGULA	33.73
							150.48
114661	9/14/2022	43751	USA BLUEBOOK	086495	8/22/2022	LDO SENSOR CAP W/ UPDAT	634.53
				086531	8/22/2022	1' REPLACEMENT GASKET	17.23
							651.76
114662	9/14/2022	44966	VERIZON WIRELESS	9914721677	9/1/2022	AC371867190-00002, 8/2-9/1	289.72
114663	9/14/2022	44775	VISTA PAINT CORPORATION	2022-690052-00	8/31/2022	COVERALL EXT FLAT WHITE,	214.86
114664	9/14/2022	54813	WANDERBIRD PRODUCTIONS	5000493	9/5/2022	ECONOMIC DEVELOPMENT \	295.00
114665	9/14/2022	44203	WEST COAST SAND & GRAVE	526464	8/11/2022	WASHED CONCRETE SAND	867.26
				525435	8/9/2022	WASHED CONCRETE SAND	424.61
							1,291.87
114666	9/14/2022	48364	WEST COAST TURF	INV038750	8/17/2022	BANDERA SOD	6,019.33
				INV041148	8/25/2022	BANDERA SOD	5,421.20
				INV041443	8/29/2022	BANDERA SOD	4,224.95
				INV038976	8/11/2022	BANDERA SOD	2,773.13
				INV039054	8/18/2022	BANDERA SOD	2,131.50
				INV041167	8/25/2022	BANDERA SOD	1,832.45
				INV039287	8/15/2022	BANDERA SOD	1,663.88
				INV039304	8/16/2022	BANDERA SOD	1,663.88
							25,730.32
114667	9/14/2022	42100	ZUMAR INDUSTRIES INC	97545	8/25/2022	BIENVENIDO-WELCOME TO..	2,371.17
				97546	8/25/2022	BIENVENIDO-WELCOME TO..	2,238.00
				97547	8/25/2022	BIENVENIDOS-WELCOME TO	1,591.44
							6,200.61
Sub total for WELLS FARGO BANK:							273,480.30

59 checks in this report.

Grand Total All Checks: 334,185.38

Date: September 14, 2022



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114668	9/21/2022	54805	AGUILAR, STEFANY	Ref000229277	9/15/2022	UB Refund Cst #00054492	23.13	23.13
114669	9/21/2022	54808	CARDONA, ALICIA	Ref000229279	9/15/2022	UB Refund Cst #00054941	12.62	12.62
114670	9/21/2022	54821	CARRANZA, GRISELDA	Ref000229265	9/15/2022	UB Refund Cst #00003134	0.40	0.40
114671	9/21/2022	54826	CEJA, CLAUDIA	Ref000229270	9/15/2022	UB Refund Cst #00053988	65.66	65.66
114672	9/21/2022	54824	DOMINGUEZ, REYNA	Ref000229268	9/15/2022	UB Refund Cst #00051037	56.27	56.27
114673	9/21/2022	54830	DUFFLE, CLAUDIA	Ref000229280	9/15/2022	UB Refund Cst #00054991	39.87	39.87
114674	9/21/2022	54825	GOMEZ, PASCUAL	Ref000229269	9/15/2022	UB Refund Cst #00051850	9.57	9.57
114675	9/21/2022	54823	HURTADO, PEDRO	Ref000229267	9/15/2022	UB Refund Cst #00049388	10.88	10.88
114676	9/21/2022	54820	MONROY, LUIS A.	Ref000229264	9/15/2022	UB Refund Cst #00000803	83.55	83.55
114677	9/21/2022	54822	ORTEGA, JACQUELINE	Ref000229266	9/15/2022	UB Refund Cst #00015525	41.04	41.04
114678	9/21/2022	54829	PETROCHEM MATERIALS INN	Ref000229278	9/15/2022	UB Refund Cst #00054775	954.24	954.24
114679	9/21/2022	54766	PULTE GROUP INC	Ref000229271	9/15/2022	UB Refund Cst #00054173	44.44	44.44
114680	9/21/2022	54767	PULTE GROUP INC	Ref000229272	9/15/2022	UB Refund Cst #00054174	49.14	49.14
114681	9/21/2022	54768	PULTE GROUP INC	Ref000229273	9/15/2022	UB Refund Cst #00054175	52.35	52.35
114682	9/21/2022	54769	PULTE GROUP INC	Ref000229276	9/15/2022	UB Refund Cst #00054198	82.25	82.25
114683	9/21/2022	54827	PULTE GROUP INC	Ref000229274	9/15/2022	UB Refund Cst #00054176	59.10	59.10
114684	9/21/2022	54828	PULTE GROUP INC	Ref000229275	9/15/2022	UB Refund Cst #00054179	70.17	70.17

Sub total for WELLS FARGO BANK: 1,654.68

17 checks in this report.

Grand Total All Checks: 1,654.68

Date: September 21, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -1

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
923	9/21/2022	53291	ANGENIOUS ENGINEERING	19-07A-022	8/31/2022	PE8/31 AVE 50 BRIDGE	165,020.89	
				19-07B-018	8/31/2022	PE8/31 SR-86/AVE50 INTERCI	1,212.76	166,233.65
924	9/21/2022	45929	BECK OIL, INC.	56371CL	8/31/2022	PE8/31 SANITARY DEPT FUEL	2,381.16	
				56332CL	8/31/2022	PE8/31 WATER DEPT FUEL	959.17	
				56352CL	8/31/2022	PE8/31 VEHICLE MAINT DEPT	948.99	
				56330CL	8/31/2022	PE8/31 STREETS DEPT FUEL	848.34	
				56335CL	8/31/2022	PE8/31 PARKS DEPT FUEL	716.46	
				56361CL	8/31/2022	PE8/31 CODE ENF DEPT FUE	603.45	
				56324CL	8/31/2022	PE8/31 ENG DEPT FUEL	260.57	
				56379CL	8/31/2022	PE8/31 BLDG MAINT DEPT FL	216.69	
				56326CL	8/31/2022	PE8/31 LLMD DEPT FUEL	214.56	
				56353CL	8/31/2022	PE8/31 SENIOR CNTR FUEL	124.90	
				56380CL	8/31/2022	PE8/31 ADMIN DEPT FUEL	77.67	7,351.96
925	9/21/2022	49486	BRC CONSTRUCTION	202213570	9/9/2022	RPLC'D FOUNTAIN LIGHTS/TI	5,634.00	5,634.00
926	9/21/2022	53627	CANNON DESIGN, INC.	223611	9/19/2022	PE8/31 FIRE STATION REHAB	10,916.00	10,916.00
927	9/21/2022	51892	HERC RENTALS, INC.	33056721-002	8/31/2022	8/27-31 SOD CUTTER RNTLS	600.44	600.44
928	9/21/2022	53552	QUENCH USA, INC.	INV04275143	9/1/2022	AC D347648, SEP2022 RNTL,	40.89	
				INV04310413	9/1/2022	AC D347651, SEP2022 RNTL,	40.89	81.78
929	9/21/2022	53736	RG2 MANAGEMENT LLC	3216	9/12/2022	WE 9/11: M. MENDEZ+J. TRU.	2,425.50	
				3217	9/12/2022	WE 9/11: J. HERNANDEZ	1,386.00	
				3218	9/12/2022	WE 9/11: F. HERNANDEZ	792.00	
				3215	9/12/2022	WE 9/11: A. REYES	275.63	4,879.13
930	9/21/2022	51697	WESTERN WATER WORKS S	1404966-00	6/15/2022	36" CORRUGATED PIPE, ETC	2,378.39	2,378.39
931	9/21/2022	53800	WILMINGTON TRUST N. A.	20220831-83482	8/31/2022	CFD 2018-1 SPEC TAX FD	2,000.00	2,000.00
932	9/21/2022	53596	XTREME HEATING AND AIR	2318	8/19/2022	TRBLSHT/SVC'D A/C UNITS @	1,081.00	
				2317	8/22/2022	RPLC'D SUPPLY DIFFUSERS,	809.50	
				2324	9/2/2022	RPLC'D BLOWER MOTOR BE	208.00	2,098.50
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:								202,173.85

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114685	9/21/2022	54546	ALL STATE INC	22-0826-414	9/1/2022	8/25 TOWING: 1377 6TH ST TO	275.00	275.00
114686	9/21/2022	02048	CDW GOVERNMENT, INC.	CR34965	9/10/2022	ARUBA 20P POE+ 4P XGT V3	4,186.88	
				CQ29376	9/8/2022	EDGE TECH 8GB DDR4-2666	188.70	
				CQ64481	9/8/2022	STARTECH USB 3.0 FLASH C,	34.84	
				CQ86895	9/9/2022	STARTECH USB 3.0 FLASH C,	34.84	4,445.26
114687	9/21/2022	53426	CELL BUSINESS EQUIPMENT	77613672	9/17/2022	ACC 1338330, PROPERTY TA	168.67	168.67
114688	9/21/2022	53530	CHABOLLA, JESUS	Edu Reimb	9/14/2022	FY22/23 EDUCATION REIMBU	90.00	90.00
114689	9/21/2022	53220	COACHELLA ACE HARDWARE	4168/1	8/23/2022	HAMMER SLEDGE & BATTER	71.75	
				4181/1	8/25/2022	BATTERY ALKALINE	30.43	
				4230/1	9/7/2022	SURE-FIT FLAPPER RED & G	19.55	
				4229/1	9/7/2022	BATTERY ALKALINE	18.46	
				4206/1	8/31/2022	BULB CFL PL 4PIN & ANCHOF	15.20	
				4216/1	9/2/2022	ACE BEST RLR M FRM	8.69	164.08
114690	9/21/2022	01924	CONSOLIDATED ELECTRICAL	3298-1014119	8/23/2022	DAYLIGHT T8 FLUOR LAMP &	1,073.86	1,073.86
114691	9/21/2022	12870	DEPARTMENT OF JUSTICE	603903	9/6/2022	AUG2022 FINGERPRINTS	49.00	49.00
114692	9/21/2022	52568	EGAN CIVIL, INC.	21631	9/19/2022	PE9/19 PUEBLO VIEJO TRAN	2,710.00	
				21632	9/19/2022	LNDSCPE ARCHITECT SVCS-	1,926.10	4,636.10
114693	9/21/2022	44088	FERGUSON ENTERPRISES, IM	1721397	8/22/2022	GPF 11.5 RI EXP URN FV CP	329.12	329.12
114694	9/21/2022	15900	FIESTA FORD, INC.	5083445	9/7/2022	PANEL	41.49	41.49
114695	9/21/2022	51494	GARDA CL WEST, INC.	20539731	8/31/2022	AUG2022 EXCESS LIABILITY/I	1,237.18	
				20539748	8/31/2022	AUG2022 EXCESS PREMISE	6.56	1,243.74
114696	9/21/2022	42499	GONZALEZ, JENNIFER D.	Edu Reimb	8/25/2022	FY22/23 EDUCATION REIMBU	2,400.00	2,400.00
114697	9/21/2022	45108	IMPERIAL SPRINKLER SUPPL	5258038-00	8/24/2022	FERT BEST EVERGREEN, ET	193.93	
				4799729-01	8/24/2022	LED OPTICS REPLACEMENT	65.25	
				5253664-00	8/22/2022	2 1/2" SLIP FIX REPAIR COUP	59.95	
				5253671-00	8/22/2022	PRTHUNT HUNTER SOLENOI	18.76	337.89
114698	9/21/2022	48293	KOA CORPORATION	JB92071-26	9/14/2022	PE8/28 AVE 50 IMPROVEMEN	9,518.52	9,518.52
114699	9/21/2022	45051	LAMAR OF PALM SPRINGS	113988740	9/5/2022	9/5-10/2 POSTER ADVERTISIM	1,200.00	
				113988748	9/5/2022	9/5-10/2 POSTER ADVERTISIM	845.45	2,045.45
114700	9/21/2022	54569	LED GLOBAL SUPPLY INC.	22558	9/8/2022	LED BOLLARD SOLAR POWE	284.58	284.58
114701	9/21/2022	24600	LOPES HARDWARE	010813	9/7/2022	LOCKS, ETC	141.22	141.22

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114702	9/21/2022	47192	O'REILLY AUTO PARTS	2855-474862	8/31/2022	PIPE EXH FRN, EXH FRNT, E	3,717.28
				2855-473024	8/25/2022	30LB R134A	379.54
				2855-474519	8/30/2022	BATTERY (3)	363.30
				2855-477004	9/7/2022	BATTERY	116.97
				2855-474924	8/31/2022	HOSE SPLICER & AC HOSE C	43.32
				2855-474156	8/29/2022	FUEL CAP & FLOOR MATS	42.37
				2855-474763	8/31/2022	SLIP HOOK	14.14
				2855-476604	9/6/2022	2PK-KEYLESS	10.86
114703	9/21/2022	54831	PARKER TOWING & STORAGE	22-0911-14186	9/12/2022	9/11 TOWING: BLYTHE TO TH	1,075.00
114704	9/21/2022	49989	PAUL ASSOCIATES	86170	7/22/2022	BUSINESS CARDS: N. GOMEZ	124.82
114705	9/21/2022	02028	PETE'S ROAD SERVICE, INC.	613027-00	8/31/2022	ALIGNMENT	95.00
114706	9/21/2022	42759	PROPER SOLUTIONS, INC.	13706	9/9/2022	WE 9/9: ARELLANO+LOPEZ	1,470.00
				13705	9/9/2022	WE 9/9: M. CASTILLO	900.00
114707	9/21/2022	52344	QUADIENT FINANCE USA, INCCD	9/11/22	9/11/2022	APR/AUG-SEP2022 POSTAGE	3,182.91
114708	9/21/2022	54832	REGALADO, NORMA	Rebate	8/25/2022	TOILET REPLACEMENT REB/	150.00
114709	9/21/2022	54500	RELIABLE TRANSLATIONS	CC22793	9/16/2022	9/16 PLANNING COMM MTG 9	75.00
114710	9/21/2022	48608	REYES COCA-COLA BOTTLING	11023210222	9/7/2022	BOTTLED WATER, SOFT DRINK	1,695.50
114711	9/21/2022	44161	ROBERT HALF	60397087	7/20/2022	WE 7/15: A. KOCIS	974.43
114712	9/21/2022	52991	S & D CAR WASH MANAGEMENT	ARB144092	8/31/2022	AUG2022 CAR WASH SERVICE	405.42
114713	9/21/2022	35000	SMART & FINAL	004277	9/15/2022	WATER, GATORADE & 28QT I	230.99
114714	9/21/2022	35450	SOCALGAS	1540 7th-AG22	8/26/2022	AC 008 423 3900 4, 7/26-8/24	137.09
				1377 6th-AG22	8/26/2022	AC 012 623 3701 5, 7/26-8/24	84.17
				87075Av54-AG2	8/26/2022	AC 123 573 5834 5, 7/26-8/24	75.70
				1515 6th-AG22	8/26/2022	AC 031 523 3700 6, 7/26-8/24	20.65
				84626Bag-AG22	8/26/2022	AC 153 323 6215 9, 7/26-8/24	16.42
				1500 6th-AG22	8/26/2022	AC 020 678 1257 4, 7/26-8/24	15.02
				BagPool-AG22	8/26/2022	AC 069 323 6500 7, 7/26-8/24	14.30
114715	9/21/2022	52595	STAPLES BUSINESS CREDIT	7362938909-0-1	8/11/2022	HP564XL HY BLK/564 STD CM	304.80
				7363133557-0-1	8/22/2022	MESH ORGANIZER	44.13
114716	9/21/2022	37600	THE DESERT SUN PUBLISHING	0004879667	8/31/2022	AUG2022 PUBLISHED ADS	3,544.20
114717	9/21/2022	38250	TOPS N BARRICADES	1095750	8/30/2022	TRAFFIC BEACON SOLAR/LE	1,555.13
				1095751	8/30/2022	TRAFFIC BEACON SOLAR/LE	1,555.13
				1095749	8/30/2022	TRAFFIC BEACON SOLAR/LE	1,506.19
				1095568	8/23/2022	8/10-22 CHNGBLE MSG SIGN	1,290.00
				1095678	8/26/2022	A.T. LED LAMP SHADE HS, ET	267.22
							4,687.78
							1,075.00
							124.82
							95.00
							1,470.00
							900.00
							3,182.91
							150.00
							75.00
							1,695.50
							974.43
							405.42
							230.99
							137.09
							84.17
							75.70
							20.65
							16.42
							15.02
							14.30
							304.80
							44.13
							3,544.20
							1,555.13
							1,555.13
							1,506.19
							1,290.00
							267.22
							6,173.67

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114718	9/21/2022	39640	VALLEY LOCK & SAFE	176450	8/1/2022	RPLC'D CYBER LOCKS, ETC (4,485.50
				176451	8/1/2022	RPLC'D CYBER CYLINDERS (1,318.38
							5,803.88
114719	9/21/2022	44966	VERIZON WIRELESS	9914721676	9/1/2022	AC371867190-00001, 8/2-9/1	5,543.76
114720	9/21/2022	44775	VISTA PAINT CORPORATION	2022-707139-00	9/14/2022	COVER	142.51
							142.51
114721	9/21/2022	49778	WEST COAST ARBORIST, INC	187973	6/22/2022	6/22 TREE MAINT @ LLMD	9,294.50
				189373	8/15/2022	PE8/15 TREE MAINT @ PARK	6,444.00
				188308	7/15/2022	PE7/15 TREE MAINT @ PARK	3,210.00
				186517	5/15/2022	PE5/15 TREE MAINT @ PARK	2,812.00
				188310	7/15/2022	PE7/15 TREE MAINT @ STRE	2,800.50
				189404	8/15/2022	8/15 TREE MAINT @ LLMD	2,733.00
				189394	8/3/2022	8/3 TREE MAINT @ LLMD	2,137.50
				189388	8/1/2022	8/1 TREE MAINT @ LLMD	2,088.00
				188341	7/15/2022	7/15 TREE MAINT @ LLMD	2,016.00
				188337	7/12/2022	7/12 TREE MAINT @ LLMD	1,875.00
				189359	8/15/2022	PE8/15 TREE MAINT @ STRE	1,771.00
				187939	6/21/2022	6/21 TREE MAINT @ LLMD	1,352.00
				187940	6/23/2022	6/23 TREE MAINT @ LLMD	1,144.00
				189402	8/8/2022	8/8 TREE MAINT @ LLMD	1,008.00
				189399	8/5/2022	8/5 TREE MAINT @ LLMD	648.00
				187937	6/20/2022	6/20 TREE MAINT @ LLMD	468.00
				188331	7/7/2022	7/7 TREE MAINT @ LLMD	285.00
				189403	8/12/2022	8/12 TREE MAINT @ LLMD	285.00
				187934	6/16/2022	6/16 TREE MAINT @ LLMD	280.00
				187941	6/24/2022	6/24 TREE MAINT @ LLMD	260.00
				187943	6/28/2022	6/28 TREE MAINT @ LLMD	180.00
				187942	6/27/2022	6/27 TREE MAINT @ LLMD	160.00
				187935	6/30/2022	6/17 TREE MAINT @ LLMD	140.00
							43,391.50
114722	9/21/2022	42100	ZUMAR INDUSTRIES INC	97637	9/2/2022	IQ900 FULL MATRIX DRIVER I	7,920.80
				97636	9/2/2022	SOLAR CONTROLLER W/ SCI	1,727.65
				97633	9/2/2022	SOLAR CONTROLLER W/ SCI	1,725.65
				97634	9/2/2022	SOLAR CONTROLLER W/ SCI	1,725.65
				97635	9/2/2022	SOLAR CONTROLLER W/ SCI	1,725.65
							14,825.40
Sub total for WELLS FARGO BANK:							122,448.03

48 checks in this report.

Grand Total All Checks: 324,621.88

Date: September 21, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
933	9/28/2022	45929	BECK OIL, INC.	514974	9/6/2022	DYED CARB ULS DIESEL	1,429.38
				56748CL	9/15/2022	PE9/15 GRAFFITI DEPT FUEL	281.49
				515262	9/7/2022	SHELL AW HYDRAULIC	125.28
934	9/28/2022	02320	CALPERS	1000000169394	9/14/2022	#6373819375, OCT2022 HEAL	98,240.91
				1000000169394	9/14/2022	#6373819375, OCT2022 HEAL	12,388.74
935	9/28/2022	43672	DESERT VALLEY SERVICES IN	581137	9/12/2022	GLOVES & HAND SOAP	292.71
				581136	9/12/2022	APPLIED CREDIT- INV #58124	261.77
936	9/28/2022	00207	GRAINGER INC	9439437873	9/8/2022	INJECTION CK/BACK PRESS	1,212.02
				9438090566	9/7/2022	HEX DOGGING WRENCH	7.26
937	9/28/2022	51892	HERC RENTALS, INC.	33168819-001	9/15/2022	9/14 TELEHANDLER RNTL	1,033.63
				33089000-002	9/14/2022	9/10-14 TELEHANDLER RNTL	821.39
				33165447-001	9/13/2022	9/12-13 PUMP TRASH, AIR HC	118.30
				33089000-001	9/10/2022	8/11-9/10 TELEHANDLER RNT	2,068.43
938	9/28/2022	00996	HOME DEPOT	2014187	8/23/2022	CORDLESS HAMMER DRILL &	333.18
				9011798	9/15/2022	LED FLASHLIGHT, COOLING	209.05
939	9/28/2022	09800	PERMA	WC 2022-23/2	9/15/2022	2022-23 WORKERS' COMP DE	109,211.50
940	9/28/2022	52802	RED WING BUSINESS ADVAN	2022092200343	9/22/2022	APPLIED CREDIT- INV #2022C	21.81
941	9/28/2022	53736	RG2 MANAGEMENT LLC	3221	9/20/2022	WE 9/18: J. HERNANDEZ	2,543.63
				3222	9/20/2022	WE 9/18: F. HERNANDEZ	768.00
				3219	9/20/2022	WE 9/18: A. REYES	346.50
				3220	9/20/2022	WE 9/18: M. MENDEZ+J. TRU,	2,425.50
942	9/28/2022	48436	UNIVAR SOLUTIONS USA INC.	50543036	9/7/2022	SODIUM HYPOCHLORITE	2,344.65
943	9/28/2022	48364	WEST COAST TURF	INV041351	8/30/2022	BANDERA SOD	2,430.57
				INV031000	6/23/2022	BULLSEYE SOD	1,865.07
				INV041394	8/31/2022	BANDERA SOD	554.63
T FOR WELLS FARGO BANK -SEPARATE CHECK:							241,335.40

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114723	9/28/2022	46835	AIR AND HOSE SOURCE, INC.476302	9/8/2022	A/C HOSE FERRULE, ETC	29.14	29.14
114724	9/28/2022	01436	AMERICAN FORENSIC NURSE76526	9/20/2022	SEP2022 BLOOD DRAW	61.22	61.22
114725	9/28/2022	02200	AMERICAN WATER WORKS 7002040805	7/27/2022	MBRSHP RNWL #00640425- N	2,357.00	2,357.00
114726	9/28/2022	50867	ARCTIC GLACIER USA, INC. M530005972	9/17/2022	9/17 EVENT TRAILER+ICE	829.56	
			M530006236	9/20/2022	16LB ICE BAGS (30)	72.60	902.16
114727	9/28/2022	54811	ATKINSON, ANDELSON, LOYA660506	8/31/2022	PE8/31, #006507- LIBRARY/FII	35,748.00	35,748.00
114728	9/28/2022	44778	BEST SIGNS, INC. 95575	6/28/2022	DEPOSIT- WAYFINDING SIGN	6,722.02	
			95766	8/23/2022	BAL DUE- WAYFINDING SIGN.	6,722.02	13,444.04
114729	9/28/2022	54517	BLACK KNIGHT TECHNOLOGI10242959	9/20/2022	SP-OT2022 SITXPRO SBSCRIF	250.00	250.00
114730	9/28/2022	46356	C.V. CONSERVATION COMMISAug2022	9/19/2022	AUG2022 LDMF MULTI-SPECI	77,992.20	77,992.20
114731	9/28/2022	44202	CAPITAL REALTY ANALYSTS 22-4722	8/27/2022	APPRAISAL FEE: APN 778-030	4,500.00	
			22-4721	8/27/2022	APPRAISAL FEE: APN 763-130	3,500.00	8,000.00
114732	9/28/2022	54834	CARDENAS, BIANEY Deposit	9/19/2022	9/17 FIESTAS PATRIAS VENDI	100.00	100.00
114733	9/28/2022	53423	CBE OFFICE SOLUTIONS IN2543829	9/20/2022	ACC CC3502, COLOR COPIEF	1,081.21	
			IN2538187	9/5/2022	ACC CC3502, COLOR COPIEF	445.84	1,527.05
114734	9/28/2022	53426	CELL BUSINESS EQUIPMENT 77683203	9/24/2022	ACC 1338330, 9/15-10/14, SHA	581.50	581.50
114735	9/28/2022	53220	COACHELLA ACE HARDWARE4273/1	9/14/2022	ACE GARDEN GLOVE, UTILIT	134.94	
			4282/1	9/15/2022	HARD BRIM HAT MESH, ETC	91.29	
			4171/1	8/24/2022	LIME RUST REMOVER, STRIF	60.30	
			4265/1	9/13/2022	ATHL FLD STPPNT WHT & BR	49.76	
			4251/1	9/10/2022	DUCT TAPE T-REX & GORILL	43.64	
			4249/1	9/9/2022	KNEE BOOT BLK	25.00	
			4252/1	9/10/2022	CLAMP	17.36	422.29
114736	9/28/2022	08970	COACHELLA VALLEY BOXING 0722	7/1/2022	JULY2022 BOXING CLUB SER	2,500.00	
			0822	8/1/2022	AUG2022 BOXING CLUB SER'	2,500.00	
			0922	9/1/2022	SEP2022 BOXING CLUB SER\	2,500.00	7,500.00
114737	9/28/2022	11800	COUNTY OF RIVERSIDE AN0000002552	9/20/2022	AUG2022 ANL SHLTR+FIELD+	53,072.74	53,072.74
114738	9/28/2022	09950	CVWD 18294	9/1/2022	JUL-AUG2022 LAB SAMPLES:	1,453.00	1,453.00
114739	9/28/2022	44036	DE LAGE LANDEN PUBLIC 77582181	9/12/2022	ACC #1338330, COLOR COPIE	216.41	216.41
114740	9/28/2022	42219	DELL FINANCIAL SERVICES 2166328	9/17/2022	PPT 2022 (001-9030805-001)	255.71	255.71
114741	9/28/2022	42761	DEPT OF ENVIRONMENTAL H IN0457344	9/8/2022	FAC #FA0011056, BGDMA SW	844.00	
			IN0456907	9/8/2022	FAC #FA0038715, RLF PARK, I	763.00	1,607.00
114742	9/28/2022	01089	DESERT ELECTRIC SUPPLY S3010355.001	8/31/2022	LED FLOOD LIGHT W/ KNUCK	268.18	268.18

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114743	9/28/2022	13700	DEWEY PEST CONTROL INC. 15332669	9/1/2022	AC2012540, SEP2022, 51301 [1,200.00	
			15332670	9/1/2022	AC2012536, SEP2022, 48400 \	1,200.00	
			15337725	9/1/2022	AC1281218, SEP2022, 51251 [900.00	
			15337724	9/1/2022	AC1281215, SEP2022, SIERRA	301.00	
			15323455	9/1/2022	AC1450610, SEP2022, DE ORG	160.00	
			15323436	9/1/2022	AC2010194, SEP-NOV2022, AI	150.00	
			15316577	9/1/2022	AC103361, SEP2022, SENIOR	80.00	
			15323443	9/1/2022	AC1434611, SEP2022, DIST 33	60.00	4,051.00
114744	9/28/2022	50551	DIV. OF THE STATE ARCHITE(OCT2021-JN2022	9/22/2022	OCT2021-JUN2022 DISABILIT	485.60	485.60
114745	9/28/2022	50645	DURAN'S LOCK & KEY 6324	9/13/2022	1/8 DOGGING KEY	20.00	20.00
114746	9/28/2022	15300	ENTENMANN-ROVIN CO 0177770	9/2/2022	COACHELLA PARKS DOME B,	208.74	208.74
114747	9/28/2022	52441	ESPINOSA, ANA BERTHA Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00	100.00
114748	9/28/2022	54844	ESPINOZA, ANTONIO Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00	100.00
114749	9/28/2022	52416	EVENTSCAPE INTERNATIONALRWLM 2022	8/17/2022	11/5 RUN W/ LOS MUERTOS S	35,000.00	35,000.00
114750	9/28/2022	15750	FEDEX 7-892-43769	9/23/2022	SEP2022 FEDEX SVCS	18.42	18.42
114751	9/28/2022	54838	FIGUEROA, JESSICA Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00	100.00
114752	9/28/2022	51604	FRONTIER 3986515-SP22	9/16/2022	760/398-6515, 9/16/22	62.59	62.59
114753	9/28/2022	54841	GALLARDO, JUAN Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	300.00	300.00
114754	9/28/2022	54837	GONZALEZ, RAQUEL Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00	100.00
114755	9/28/2022	53854	GRANITE TELECOMMUNICATI574285738	9/1/2022	AC 04418223, SEP2022 SVCS	963.12	963.12
114756	9/28/2022	20450	IMPERIAL IRRIGATION DISTRIMdAG-MdSP	9/15/2022	MID AUGUST-MID SEPTEMBE	74,206.83	74,206.83
114757	9/28/2022	45108	IMPERIAL SPRINKLER SUPPL5267591-00	9/1/2022	FERT BEST EVERGREEN	2,212.90	
			5269522-00	9/1/2022	FERT BEST EVERGREEN	737.62	
			5272138-00	9/2/2022	UNDERHILL GOLD SERIES PF	82.97	
			5274283-00	9/7/2022	CHAPIN SURESPRAY 2GAL	50.01	
			5265573-00	8/30/2022	CHAPIN SURESPRAY 1GAL	35.87	
			5274390-00	9/7/2022	STAPLE 11 GAUGE 6" JUTE	12.58	3,131.95
114758	9/28/2022	52738	JNS MEDIA SPECIALISTS 9655	8/25/2022	DEVELOPMENT OF COACHEI	3,500.00	3,500.00
114759	9/28/2022	54846	JUAREZ BEDOLLA, ANGELA Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00	100.00
114760	9/28/2022	47328	KONICA MINOLTA 40712513	9/2/2022	ACC 061-0042081-000, SEP20	67.43	67.43
114761	9/28/2022	44047	KONICA MINOLTA BUSINESS 9008850420	9/13/2022	BIZHUB C454E, 1515 6TH ST,	733.95	733.95
114762	9/28/2022	24600	LOPES HARDWARE 010665	9/19/2022	VACCUM BREAKER GASKETS	411.05	411.05
114763	9/28/2022	54847	LOYA, ALICIA Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00	100.00
114764	9/28/2022	54725	MARCUS NETWORKING 53564	9/20/2022	OCT2022 NETWORK MONITC	420.00	420.00
114765	9/28/2022	54836	MARTINEZ, DOLORES LONA Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00	100.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114766	9/28/2022	51579	METLIFE- GROUP BENEFITS	Oct2022	9/15/2022	OCT2022 DENTAL/VISION/LIF	11,505.02
				Oct2022	9/15/2022	OCT2022 DENTAL/VISION/LIF	596.01
							12,101.03
114767	9/28/2022	54840	MEZA, GUILLERMO	Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00
114768	9/28/2022	54839	MURILLO, JORGE	Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00
114769	9/28/2022	47192	O'REILLY AUTO PARTS	2855-478681	9/12/2022	BATTERY	129.00
				2855-479155	9/13/2022	PWR STG HOSE	58.65
				2855-479339	9/14/2022	OIL FILTER	3.43
							191.08
114770	9/28/2022	54833	PEREZ GONZALEZ, DULCE	Refund	9/19/2022	REFUND- FACILITY USE CAN	52.00
114771	9/28/2022	54842	PEREZ, LUIS	Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00
114772	9/28/2022	02028	PETE'S ROAD SERVICE, INC.	614798-00	9/8/2022	MOUNT/BALANCE NEW TIRE	163.05
				615453-00	9/12/2022	FLAT REPAIR	31.61
							194.66
114773	9/28/2022	42759	PROPER SOLUTIONS, INC.	13732	9/16/2022	WE 9/16: ARELLANO+LOPEZ	2,318.25
				13731	9/16/2022	WE 9/16: M. CASTILLO	1,200.00
							3,518.25
114774	9/28/2022	52327	QUADIENT LEASING USA, INC	INC9585415	9/18/2022	OT-JA2023, LSE #N22061758,	723.39
114775	9/28/2022	54500	RELIABLE TRANSLATIONS	CC22772	9/14/2022	9/14 CC MTG SVCS	648.00
				22822	9/21/2022	9/21 PLANNING COMM MTG S	594.00
				22754	9/11/2022	9/11 DOCUMENT TRANSLATIO	187.68
				22794	9/16/2022	9/16 PARK & REC MTG SVCS	75.00
							1,504.68
114776	9/28/2022	52991	S & D CAR WASH MANAGEMEN	ARB142377	7/31/2022	JULY2022 CAR WASH SERVIC	314.55
114777	9/28/2022	00382	SAFEGUARD BUSINESS SYST	035117936	9/21/2022	W-2 BLANK FORMS & ENVEL	259.33
							259.33
114778	9/28/2022	44581	SIGNARAMA	INV-113504	9/1/2022	ROCK+INSTLL'N OF PLAQUE	1,593.00
114779	9/28/2022	00102	SUNLINE TRANSIT AGENCY	INV06305	8/31/2022	AUG2022 CNG FUEL	1,367.42
							1,367.42
114780	9/28/2022	52125	TAG/AMS, INC.	2816022	9/14/2022	AUG2022 DRUG TESTING	85.00
							85.00
114781	9/28/2022	52419	TAPIA, CLARISSA	Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00
114782	9/28/2022	54550	TBU INC.	48340	9/7/2022	9/6 INSTLL'D TEMP ASPHALT	7,924.88
							7,924.88
114783	9/28/2022	52204	TPX COMMUNICATIONS	161679695-0	9/16/2022	AC33325, 9/16-10/15	4,699.24
							4,699.24
114784	9/28/2022	54843	TRIMBLE, ANA M.	Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00
							100.00
114785	9/28/2022	51179	TURNER, WARREN, HWANG	42479	8/31/2022	2021 EXEMPT TAX SVCS	1,995.00
							1,995.00
114786	9/28/2022	54845	USCHYK, TIM	Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00
							100.00
114787	9/28/2022	54835	VALENCIA, ARNULFO	Deposit	9/19/2022	9/17 FIESTAS PATRIAS VEND	100.00
							100.00
114788	9/28/2022	44775	VISTA PAINT CORPORATION	2022-722936-00	9/26/2022	COVERALL EXT FLAT WHITE	306.97
							306.97
114789	9/28/2022	54433	WEX ENTERPRISE EXXONMC	83782352	9/23/2022	ACC 0496-00-726338-7, 8/24-9	4,453.26
							4,453.26
114790	9/28/2022	48971	XPRESS GRAPHICS & PRINTII	22-49249	9/20/2022	CWASD TABLE TENTS	184.21
							184.21

Sub total for WELLS FARGO BANK: 372,236.27

79 checks in this report.

Grand Total All Checks: 613,571.67

Date: September 28, 2022



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
944	9/26/2022	48066	US BANK	Sta 8/25/22	8/25/2022 ACC XXXX-XXXX-XXXX-0925,	11,058.86	11,058.86
945	9/26/2022	53858	USDA RURAL DEVELOPMENT	09262022	9/26/2022 SEP2022- 2005-B USDA WAS1	177,246.63	177,246.63
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							188,305.49

2 checks in this report.

Grand Total All Checks: 188,305.49

Date: September 26, 2022



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114791	10/5/2022	54652	BRAMLETT, MURIEL A.	Ref000226210	5/4/2022	UB Refund Cst #00002596	1,003.65	1,003.65
114792	10/5/2022	54618	BURRTEC WASTE & REC.	Ref000225493	3/30/2022	UB Refund Cst #00054333	919.70	919.70
114793	10/5/2022	54852	CONLY, ANDREW	Ref000229564	9/29/2022	UB Refund Cst #00054753	47.04	47.04
114794	10/5/2022	54855	ORTEGA, CARLOS	Ref000229567	9/29/2022	UB Refund Cst #00055024	63.94	63.94
114795	10/5/2022	54850	PEREZ ALVARADO, FRANCISCO	Ref000229556	9/29/2022	UB Refund Cst #00046004	41.71	41.71
114796	10/5/2022	54769	PULTE GROUP INC	Ref000229560	9/29/2022	UB Refund Cst #00054198	12.92	12.92
114797	10/5/2022	54785	PULTE GROUP INC	Ref000229561	9/29/2022	UB Refund Cst #00054526	50.40	50.40
114798	10/5/2022	54786	PULTE GROUP INC	Ref000229562	9/29/2022	UB Refund Cst #00054530	51.65	51.65
114799	10/5/2022	54801	PULTE GROUP INC	Ref000229570	9/29/2022	UB Refund Cst #00052289	60.31	60.31
114800	10/5/2022	54802	PULTE GROUP INC	Ref000229557	9/29/2022	UB Refund Cst #00052290	66.79	66.79
114801	10/5/2022	54827	PULTE GROUP INC	Ref000229559	9/29/2022	UB Refund Cst #00054176	40.90	40.90
114802	10/5/2022	54851	PULTE GROUP INC	Ref000229558	9/29/2022	UB Refund Cst #00054171	15.98	15.98
114803	10/5/2022	54856	REYES VALENZUELA, DONNA	Ref000229568	9/29/2022	UB Refund Cst #00055149	135.00	135.00
114804	10/5/2022	54807	REYES, VERONICA	Ref000229563	9/29/2022	UB Refund Cst #00054544	70.43	70.43
114805	10/5/2022	54853	SANCHEZ, OMAR	Ref000229565	9/29/2022	UB Refund Cst #00054898	22.72	22.72
114806	10/5/2022	54854	SARROUF, JOHN	Ref000229566	9/29/2022	UB Refund Cst #00054986	86.26	86.26
114807	10/5/2022	54849	SERNA, STEVE	Ref000229555	9/29/2022	UB Refund Cst #00042395	107.25	107.25
114808	10/5/2022	54857	WOLF HAVEN COMPANY EAR	Ref000229569	9/29/2022	UB Refund Cst #00055225	891.63	891.63
Sub total for WELLS FARGO BANK:							3,688.28	

18 checks in this report.

Grand Total All Checks: 3,688.28

Date: October 5, 2022


Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
946	10/5/2022	54859	AMAZON CAPITAL SERVICES,	1WJV-NF9V-KR	10/2/2022	4K UHD HANDHELD CONNEC	3,818.17
				1WK9-KNDH-4N	10/2/2022	8-CHANNEL PORTABLE PA SY	1,165.33
				19YJ-GTTX-RJT	10/3/2022	MINI CONVERTER UPDOWNC	807.81
				1WK9-KNDH-FC	10/2/2022	MICR TONER CARTRIDGE	645.30
				1VHR-KHV7-LRI	9/29/2022	ARCO VIDEO DR BAG 30	144.04
				1JHK-G6FV-76V	10/2/2022	WIRELESS USB DUAL MICRO	118.54
				1GM3-NKPD-TV	8/14/2022	OTTERBOX DEFENDER BELT	111.05
							6,810.24
947	10/5/2022	45929	BECK OIL, INC.	56719CL	9/15/2022	PE9/15 SANITARY DEPT FUEL	1,935.82
				516423	9/19/2022	DYED CARB ULS DIESEL	1,797.05
				56678CL	9/15/2022	PE9/15 STREETS DEPT FUEL	1,612.56
				56680CL	9/15/2022	PE9/15 WATER DEPT FUEL	816.25
				56700CL	9/15/2022	PE9/15 VEHICLE MAINT DEPT	543.26
				56709CL	9/15/2022	PE9/15 CODE ENF DEPT FUE	512.89
				56701CL	9/15/2022	PE9/15 SENIOR CNTR FUEL	459.32
				56683CL	9/15/2022	PE9/15 PARKS DEPT FUEL	302.11
				56674CL	9/15/2022	PE9/15 LLMD DEPT FUEL	231.48
				56672CL	9/15/2022	PE9/15 ENG DEPT FUEL	186.24
				56725CL	9/15/2022	PE9/15 BLDG MAINT DEPT FL	114.59
				56726CL	9/15/2022	PE9/15 ADMIN DEPT FUEL	96.09
							8,607.66
948	10/5/2022	49486	BRC CONSTRUCTION	20221381	9/27/2022	RPLC'D BLOCK WALL @ DIST	1,500.00
				20221382	9/27/2022	RMV'D LIGHT BOLLARDS @ I	900.00
				20221372	9/15/2022	RPR'D WTR LEAK @ 85733 DI	860.00
				20221373	9/15/2022	RPR'D WTR LEAK @ 83878 C	650.00
				20221383	9/27/2022	RMV'D/INSTLL'D LIGHT BOLL	500.00
							4,410.00
949	10/5/2022	53799	ENTERPRISE FM TRUST	FBN4561035	9/3/2022	SEP2022 LEASE CHRGS ('20/	10,890.85
950	10/5/2022	00207	GRAINGER INC	9446681679	9/15/2022	PUMP REPAIR KIT & BIB APRC	752.09
							752.09

Bank : ewfb EFT FOR WELLS FARGO BANK - (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total				
951	10/5/2022	51892	HERC RENTALS, INC.	33158873-001	9/19/2022	9/12-16 ROLLER RIDE-ON SM	2,160.95				
				33177791-002	9/21/2022	9/16-21 LIGHT TOWER RNTL	811.86				
				33181834-001	9/20/2022	9/17-20 LIGHT TOWER RNTL	776.90				
				33177764-002	9/20/2022	9/17-20 LIGHT TOWER RNTL	642.74				
				33177654-001	9/20/2022	9/16-20 LIGHT TOWER RNTL	542.50				
				33177791-001	9/20/2022	9/16-20 LIGHT TOWER RNTL	542.50				
				33177686-002	9/22/2022	9/17-18 LIGHT TOWER RNTL	455.80				
				33177791-003	9/22/2022	9/17-18 LIGHT TOWER RNTL	455.80				
				33177429-001	9/20/2022	9/16-20 LIGHT TOWER RNTL	406.56				
				33181834-002	9/21/2022	9/17-21 LIGHT TOWER RNTL	406.56				
				33177764-001	9/19/2022	9/17-18 LIGHT TOWER RNTL	385.83				
				33178243-001	9/22/2022	9/17-18 LIGHT TOWER RNTL	385.83				
				33177965-002	9/22/2022	9/17-18 LIGHT TOWER RNTL	363.84				
				33177686-001	9/21/2022	9/16-21 LIGHT TOWER RNTL	270.62				
				33177764-003	9/21/2022	9/17-21 LIGHT TOWER RNTL	270.62				
				33177764-007	9/22/2022	9/17-18 LIGHT TOWER RNTL	227.90				
				33177429-002	9/22/2022	9/17-18 LIGHT TOWER RNTL	113.95				
				33177654-003	9/22/2022	9/17-18 LIGHT TOWER RNTL	113.95				
				33177764-005	9/22/2022	9/17-18 LIGHT TOWER RNTL	113.95				
				33177764-006	9/22/2022	9/17-18 LIGHT TOWER RNTL	113.95				
				33177965-001	9/19/2022	9/17-18 LIGHT TOWER RNTL	113.95				
				952	10/5/2022	54791	HYDROPRO SOLUTIONS, INC 0001181-IN	9/19/2022	INSTALLATION OF MASTER M	130,856.85	130,856.85
				953	10/5/2022	00101	MUNISERVICES/AVENU	INV06-015024	10/3/2022	MY2019-AP2022 SVCS: UUT E	17,180.25
INV06-014976	9/29/2022	JULY-SEPT2022 SVCS: UTILIT	4,571.23					21,751.48			
954	10/5/2022	53736	RG2 MANAGEMENT LLC	3234	9/26/2022	WE 9/25: M. MENDEZ+J. TRU	2,756.25				
				3235	9/26/2022	WE 9/25: J. HERNANDEZ	1,638.00				
				3236	9/27/2022	WE 9/25: R. VALENCIA	1,008.00				
				3233	9/26/2022	WE 9/25: F. HERNANDEZ	768.00				
				3224	9/20/2022	WE 9/18: R. VALENCIA	738.00				
				3232	9/26/2022	WE 9/25: A. REYES+R. RUBIO	693.00	7,601.25			
955	10/5/2022	48436	UNIVAR SOLUTIONS USA INC.50543035	9/7/2022	SODIUM HYPOCHLORITE	10,198.61	10,198.61				
T FOR WELLS FARGO BANK -SEPARATE CHECK:							211,555.59				

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
114809	10/5/2022	48977	ADT COMMERCIAL	147025696	9/1/2022	OCT2022 ALARM/EXT SVC PF	1,190.16	
				147025695	9/1/2022	OT-DC2022 ALARM/EXT SVC	318.00	
				147025697	9/1/2022	OCT2022 CELL/EXT SVC PRC	32.08	
				147022469	9/1/2022	ADDTNL EQUIP @ WELL #18	10.88	1,551.12
114810	10/5/2022	42837	ARAMARK UNIFORM SERVICE	SEPT2022 SAN	9/30/2022	PE9/30 UNIFORMS, MATS & C	1,305.39	
				SEPT2022 CC	9/30/2022	PE9/30 MATS & MOPS	713.35	
				588000380	9/9/2022	MOP SYNTHETIC BLN	-409.64	
				588000404	9/19/2022	MAT NYLON/RUBBER	-863.92	745.18
114811	10/5/2022	54860	ARMSTRONG GROWERS	SI-254682	10/3/2022	GERANIUM ZONAL DYNAMO	1,580.54	
				SI-254684	10/3/2022	GERANIUM ZONAL DYNAMO	1,580.54	3,161.08
114812	10/5/2022	52723	BRIGHT EVENT RENTALS, LL	675357	9/21/2022	DIESEL FUEL	632.00	632.00
114813	10/5/2022	44494	BURRTEC WASTE & RECYCLIBD	12/31/21	12/31/2021	DEC2021 SWEEPER BOXES,	3,181.01	
				BD 2/28/22	2/28/2022	FEB2022 SWEEPER BOXES, I	2,291.42	
				BD 1/31/22	1/31/2022	JAN2022 SWEEPER BOXES, I	801.76	6,274.19
114814	10/5/2022	44494	BURRTEC WASTE & RECYCLIBD	9/1/22	9/1/2022	AC 44-BS 405340, 85075 AVE :	65.38	65.38
114815	10/5/2022	07950	CITY OF COACHELLA	Aug 2022	8/31/2022	AUG2022 WATER- ST, PARKS	42,171.77	
				Aug 2022-LLD's	8/31/2022	AUG2022 WATER- LLD'S	15,985.27	58,157.04
114816	10/5/2022	53220	COACHELLA ACE HARDWARE	4326/1	9/22/2022	BATTERY ALKALINE 9V, ETC	66.48	
				4280/1	9/15/2022	MARK PAINT & WORK LGT W	58.69	
				4227/1	9/6/2022	CONTACT TIPS & FLUX CORE	36.95	
				4248/1	9/9/2022	BOOT WTRPRF 14"	31.52	
				4325/1	9/22/2022	POTTING SOIL MIX	16.56	
				4245/1	9/8/2022	BATTERY ALKALINE AA	10.86	221.06
114817	10/5/2022	08970	COACHELLA VALLEY BOXING	1022	10/1/2022	OCT2022 BOXING CLUB SER'	2,500.00	2,500.00
114818	10/5/2022	54137	CONSERVE LANDCARE LLC	117959	8/1/2022	AUG2022 LNDSCPE MAINT @	43,000.00	43,000.00
114819	10/5/2022	54404	CV FERROUS & SUPPLIES	9676	9/15/2022	HOT ROLL PLATE & FLAT BAF	531.24	
				9403	6/3/2022	EXPANDED METAL, FLAT BAF	205.27	
				9648	9/7/2022	REC TUBE	76.13	
				9684	9/19/2022	ANGLE	31.54	844.18
114820	10/5/2022	09650	CVAG	Aug2022	9/21/2022	AUG2022 TUMF FEES & 10/10	137,136.07	137,136.07
114821	10/5/2022	44718	DAMARA'S FLOWERS	9261	9/13/2022	SPRAY ARRANGEMENT: NOE	174.00	174.00
114822	10/5/2022	42500	DEKRA-LITE INDUSTRIES, INC	ARINV005195	8/21/2018	10" LED BLUE LIGHT SPHERE	1,683.95	1,683.95
114823	10/5/2022	51700	DELGADO, DENISE	3243	5/28/2021	CANDIDATE STATEMENT REF	182.17	182.17
114824	10/5/2022	53389	DESERT CONCEPTS CONSTR	2	9/15/2022	PE8/31 PUEBLO VIEJO SUSTA/	876,823.96	
				21780	9/6/2022	8/12 EMRGNCY WTR LINE RF	3,200.00	880,023.96

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114825	10/5/2022	01089	DESERT ELECTRIC SUPPLY S3012000.001	9/7/2022	SECURITY LID & N09-BOX CC	1,091.33	1,091.33
114826	10/5/2022	53007	DESERT PROMOTIONAL & 87481	8/11/2022	POLOS, SHIRTS & JACKET W	285.29	
			88027	9/8/2022	POLOS W/ EMBROIDERY	56.55	341.84
114827	10/5/2022	14860	E. K. WOOD LUMBER COMPAI506345	9/22/2022	3/8 COBALT DRILL	61.39	
			506239	9/15/2022	1" GALV PIPE, THREAD PIPE,	54.38	115.77
114828	10/5/2022	44713	FARMER BROTHERS CO. 95672260	9/26/2022	COFFEE, CREAMER, CUPS &	736.17	
			95672132	9/1/2022	COFFEE, LIDS, CREAMER, ET	507.36	
			95672297	10/3/2022	COFFEE & CREAMER	255.78	1,499.31
114829	10/5/2022	54358	GREEN RENEWABLE FUTUREOverpayment	9/27/2021	REFUND- OVERPAYMENT OF	4,876.00	4,876.00
114830	10/5/2022	54848	GRISWOLD INDUSTRIES 852858	9/9/2022	RPLC'D MICRO SWITCH, ETC	1,334.20	1,334.20
114831	10/5/2022	54324	HELMI, TOORAJ Chlng Winner	8/24/2021	COACHELLA OPPORTUNITY ;	5,000.00	5,000.00
114832	10/5/2022	45108	IMPERIAL SPRINKLER SUPPL'5268896-00	8/31/2022	RECT VALVE BOX	62.26	
			5279695-00	9/12/2022	BLACK PVC RAIN BOOTS	43.48	105.74
114833	10/5/2022	42444	JERNIGANS SPORTING GOO[Sta 9/7/22	9/7/2022	8/11+12, 9/7 EMPLOYEE WOR	1,032.95	1,032.95
114834	10/5/2022	54858	LUNA, NOE Refund	9/21/2022	DEPOSIT REFUND- BAGDOUI	300.00	300.00
114835	10/5/2022	45197	MSA CONSULTING, INC. 2405.001-18	8/31/2022	PE8/27 CASTRO'S WTR SYST	1,000.00	1,000.00
114836	10/5/2022	49990	NORTHERN SAFETY CO., INC 904921911	9/1/2022	MICROMAX CVRL HOOD, NIT	322.86	322.86
114837	10/5/2022	49989	PAUL ASSOCIATES 86272	9/27/2022	NOTICE OF VIOLATION BOOK	4,986.88	4,986.88
114838	10/5/2022	02028	PETE'S ROAD SERVICE, INC. 615457-00	9/13/2022	FLAT REPAIR	63.23	
			616280-00	9/14/2022	FLAT REPAIR	31.61	
			617341-00	9/19/2022	FLAT REPAIR	31.61	126.45
114839	10/5/2022	42759	PROPER SOLUTIONS, INC. 13760	9/23/2022	WE 9/23: ARELLANO+LOPEZ	2,324.25	2,324.25
114840	10/5/2022	52306	QUINN COMPANY 22783001	9/26/2022	8/29-9/23 WATER TRUCK RNT	8,594.07	8,594.07
114841	10/5/2022	44510	RAIMI & ASSOCIATES, INC. 22-5216	5/31/2022	MAY2022 ZONING CONSISTE	2,564.70	
			22-5335	9/28/2022	AUG2022 ZONING CONSISTE	1,666.03	4,230.73
114842	10/5/2022	42547	RAP FOUNDATION/SNR INSP ,SIA2023-002	9/28/2022	3/30 SENIOR INSPIRATION AV	3,000.00	3,000.00
114843	10/5/2022	42443	RDO EQUIPMENT CO. P7850945	9/20/2022	BLADE & BOLT	614.98	614.98
114844	10/5/2022	54500	RELIABLE TRANSLATIONS CC22857	9/27/2022	9/27 DOCUMENT TRANSLATI	82.24	
			22880	9/29/2022	9/29 DOCUMENT TRANSLATI	75.00	157.24
114845	10/5/2022	47319	SPARKLETTS 9467308 082422	8/24/2022	MAY-AUG2022 WATER @ SAN	1,465.44	1,465.44

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
114846	10/5/2022	52595	STAPLES BUSINESS CREDIT	7600385629-0-1	9/20/2022	TERVINA BLK LUXURA CHAIR	282.74
				7364723729-0-1	9/7/2022	HP 972X PAGEWIDE HY YELL	278.25
				7600388196-0-1	9/20/2022	FLEX ARM COPY HOLDER, AI	200.19
				7600385629-0-2	9/28/2022	OSCL FAN HEATER	108.73
				7366068253-0-1	9/29/2022	X3 NITRILE PF IND LG GLV, E	99.55
				7364974055-0-1	9/12/2022	SOLO SYMP 5OZ COLD CUP	62.64
				7600494008-0-1	9/24/2022	IN LINE DOCUMENT HOLDER	54.36
				7600388196-1-1	10/1/2022	FLEX ARM COPY HOLDER	-41.75
							1,044.71
114847	10/5/2022	53816	STATHAM, NATHAN	9/26 Expn	9/28/2022	9/26 EXPN: 32IN SAMSUNG M	309.49
							309.49
114848	10/5/2022	38250	TOPS N BARRICADES	1096037	9/19/2022	9/2-19 CHNGBLE MSG SIGN F	2,580.00
				1096038	9/19/2022	9/2-19 CHNGBLE MSG SIGN F	2,580.00
				1096063	9/20/2022	9/2-19 CHNGBLE MSG SIGN F	2,580.00
				1096062	9/20/2022	9/2-19 CHNGBLE MSG SIGN F	1,290.00
				1095993	9/15/2022	TEMP NO PARKING (BILINGU.	309.94
				1095928	9/12/2022	MESH CLASS II LIME W/ PKT	42.20
							9,382.14
114849	10/5/2022	43751	USA BLUEBOOK	105452	9/8/2022	HACH FREE CHLORINE SWIF	585.39
							585.39
114850	10/5/2022	44203	WEST COAST SAND & GRAVE	537044	9/7/2022	CLASS 2 AGGREGATE BASE	1,394.99
							1,394.99
Sub total for WELLS FARGO BANK:							1,191,588.14

52 checks in this report.

Grand Total All Checks: 1,403,143.73

Date: October 5, 2022


Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK -!

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
956	10/3/2022	51949	THE H.N. & FRANCES C. BER(71	10/3/2022	OCT2022- CIVIC CENTER LO/	8,876.26	8,876.26
957	10/3/2022	53858	USDA RURAL DEVELOPMENT 10012022	10/3/2022	OCT2022- 2011 USDA 92-12 W	88,625.94	88,625.94
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							97,502.20

2 checks in this report.

Grand Total All Checks: 97,502.20

Date: October 3, 2022



Finance Director: Nathan Statham



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Resolution No. 2022-83 creating and or updating job descriptions in the customer service and management analyst job position series.

STAFF RECOMMENDATION:

Approve Resolution No. 2022-83 creating and or updating job descriptions in the customer service and management analyst job position series.

BACKGROUND:

Customer Service Representative Series

The City currently has utility billing clerks and department assistants performing customer service activities at the Corporate Yard and Civic Center. There are currently four City staff performing these customer service roles. The customer service activities include taking payments of all types, answering phones, utility customer account administration (opening, closing, establishing and adjusting customer accounts), utility billing and street sweeping citation processing among other duties. These positions act as the primary point of contact between the City and residents conducting business with the City. After reviewing the tasks performed by these positions, it was determined that the Department Assistant I/II and Utility Clerk job descriptions did not separately reflect the actual duties being performed by these positions.

City Council approved the Customer Service Supervisor Position in May of 2022 when the previously vacated technician position for utility billing was vacated. City staff evaluated the job classification series as well. To properly transition from the entry level position (CSR I) to the highest level in the customer service series (Customer Service Supervisor) an intermediary or training position was needed. Without the transitional position, a CSR II would not be able to develop the required supervision experience to move up to the Customer Service Supervisor position. The Customer Service Technician positions is not filled or funded, the recommendation is to create the position to complete the series. Any actual filling or funding of the position would need separate Council approval.

Management Analyst Series

Analyst positions across the government sector are designed to fill needs in various departments and divisions where a highly trained individual is needed to fill a role that does not have a traditional expertise set. For example, in the Engineering Department, engineers have a clearly defined education and licensure path that provides the requisite expertise to fill different levels of engineering positions e.g. Associate Engineer, Engineer, Senior Engineer. At the same time, the Engineering Department undertakes project and grant administration activities that require a high level of technical skill, but do not require engineering degrees or licenses. These activities would require a higher level of education and experience than would be required by general administrative positions. The Management Analyst position is designed to fill this need across the organization.

The City has needs for Management Analysts across multiple departments and currently has an approve Senior Management Analyst position that was recently vacated due to retirement.

DISCUSSION/ANALYSIS:

Customer Service Representative Series (Miscellaneous and Sanitary Bargaining Unit)

Proposed job descriptions:

- Customer Service Representative I - Grade 2, \$48,158.14 to \$58,491.58
- Customer Service Representative II - Grade 3, \$50,526.22 to \$61,397.86
- Customer Service Technician - Grade 17, \$63,356.90 to \$77,005.66

To properly align duties with job descriptions, a new job description of Customer Service Representative I/II (CSR) is being proposed. Salaries are equivalent between the proposed CSR I/II, Department Assistant I/II and Utility Clerk positions. The proposed action would reclassify the Utility Clerk and Department Assistant I/II staff currently working in customer service as Customer Service Representatives in their current I/II classifications. The Utility Clerk I/II position is no longer needed for City operations and would be retired as a job description. The Department Assistant I/II classification is used across the City in other departments and would remain as an approved job description, but there would be no Department Assistant's in the Finance Department.

Staff is additionally recommending that a job description of Customer Service Technician be created to allow a CSR II to gain supervisory experience that would allow them to transition to a Customer Service Supervisor. Without the transitional position, City staff would never be able to gain the experience required under the already approved Customer Service Supervisor position and the City would always be hiring from outside for the Supervisor role.

Management Analyst Series (Confidential Mid-Management)

Proposed job descriptions:

- Management Analyst - Grade TBD, - \$82,189.22 to \$101,117.02
- Senior Management Analyst - Grade 24 - \$101,117.02 to \$122,903.35

In the 2022-23 budget, Council approved new positions for two Senior Management Analysts. However, as discussed with City staff during the budget process, these positions did not need to be filled by a (Senior) Management Analyst which was the only approved job description in the management analyst series. This action would add the more appropriate Management Analyst job description and clarify duties for the Senior Management Analyst position to make it consistent with the proposed Management Analyst position. The Management Analyst position would be more limited in supervision and expected responsibility than the Senior Management Analyst position and would act as a transitional position to gain experience consistent with the Senior Management Analyst position.

FISCAL IMPACT:

There is no fiscal impact from this action since funding for positions in these series was approved in the 2022-23 annual budget. This action does not add any additional staff or increase any compensation, it only approves job descriptions. Any change in related funding or staffing approval would be part of a separate Council action.

ALTERNATIVES:

1. Approve staff's recommendation to approve Resolution No. 2022-83 creating and updating job positions in the customer service and management analyst job position series.
2. Give staff direction on modifications to the proposed new positions and updates.

ATTACHMENTS

Resolution 2022-83

Exhibit 1:

Management Analyst Job Description
Senior Management Analyst Job Description
Customer Service Representative I/II Job Description
Customer Service Technician Job Description

RESOLUTION NO. 2022-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION AND OR MODIFICATION OF POSITIONS IN THE CUSTOMER SERVICE AND MANAGEMENT ANALYST JOB SERIES

WHEREAS, the City has customer service and management analyst job descriptions created but does not have a comprehensive progressive sequence of job descriptions creating a series for either area.

WHEREAS, customer service positions are currently classified as department assistants and utility clerks. The current customer service functions and assigned duties are not consistent with either current job description. It would be more appropriate to classify customer service positions under a customer service classification series. City Council has already approved and funded a Customer Service Supervisor job description to oversee customer service activities.

WHEREAS, City Council has approved and funded a senior management analyst position. The current senior management analyst job description is overly specific and the City does not have an approved management analyst position. The City has a need to fill positions consistent with a management analyst position that do not require the compensation level of a senior management analyst.

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

Section 1. 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. The City approves the creation of a full-time customer service representative I, customer service representative II, customer service technician, and management analyst while modifying the senior management analyst positions based on the job descriptions attached hereto as Exhibit 1.

Section 3. Currently approved job descriptions of utility clerk 1 and utility clerk II are retired and the four currently approved customer service positions classified as department assistants and utility clerks are reclassified to customer service representatives in the same respective levels.

PASSED, APPROVED and ADOPTED this 12th day of October 2022.

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. 2022-83 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of October 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



Resolution 2022-83 Exhibit 1

Item 9.

Civic Center
53-990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

October 2022

FLSA: EXEMPT

MANAGEMENT ANALYST

DEFINITION

Under direction of the respective department head, performs a full range of analytical work to research, evaluate, develop, implement and administer assigned programs, projects and functions; plans and implements analytical strategies to resolve problems; gather and analyzes information from various sources to prepare comprehensive analytical reports and recommendations; administers complex research and assignments as it pertains to the respective department. Performs a full range of responsible and varied professional, analytical, financial, systems, statistical programmatic, management and other administrative analyses duties in providing responsible staff support to a City department, division, function, or program area; performs a variety of assigned projects, prepares various reports to improve the efficiency and effectiveness of departmental or division operations; and coordinates assigned activities with other departments, divisions, outside agencies, and the general public. This is a broad classification with individual positions assigned to specific functional areas; duties and assignments may overlap depending on department staffing and operational needs. This position is intended to fit individual department/division needs. All duties outlined are general with the understanding that they pertain to the respective hiring department.

SUPERVISION RECEIVED AND EXERCISED

Receives direct and general direction from the respective department head or designee. May exercise technical and functional supervision over technical and office support staff if assigned.

CLASS CHARACTERISTICS

This is the full journey-level class in the Management Analyst Series. Incumbent is responsible for the management and administration of new and existing departmental projects. Incumbent works under general and direct supervision and exercises a moderate level of discretion and independent judgment in performing a full range of routine and complex functions and duties relating to the management of departmental projects and analytical research.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Performs difficult and responsible assignments in assigned areas of respective department.
- Drafts proposed contracts, bid documents; agreements and a variety of other supporting documents; monitors program/ contract performance and expenditures; researches and

resolves program/contract problems and disputes; compiles and drafts federal and state agency reports and documents.

- Reviews specification; develops, procures, implements and administers contracts and agreements. May prepare RFP's for contract services to establish new projects within the department.
- Responsible for the management, administration and oversight of programs.
- Assists the department head in the development and administration of programs.
- May assist other departments in various tasks or programs.
- Performs duties of disaster worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, and methods of administrative, organizational, financial and procedural analysis.
- Principles and practices of public administration, including budgeting, contracting, purchasing and maintenance of public records.
- Federal state and local laws, regulations and court decisions applicable to assigned areas of responsibility, including the Public Contracts Code.
- State guidelines and rules.
- City department guidelines and specifications.
- Principles and practices of effective management and supervision.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.

Ability to:

- Organize, set priorities and exercise sound independent judgment within areas of responsibility; coordinate effort with other City departments and regulatory agencies.
- Analyze administrative, operational, procedural, organizational and/or financial problems, evaluate alternatives and reach sound, logical, fact-based conclusions and recommendations.
- Communicate effectively, both orally and in writing; present conclusions and recommendations clearly and logically.
- Prepare clear, concise and comprehensive correspondence, reports and other written materials.
- Establish and administer contracts in accordance with contract requirements and all applicable legal and other requirements.

- Analyze proposed state and local legislation to determine impacts on the City or respective City departments.
- Use and operate computers and standard business software; maintains files, records and documentation
- Establish and maintain effective working relationships with staff, contractors, developers, consultants and other encountered in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying.

Graduation from an accredited four-year college or university with major coursework consistent with the standard needs of the hiring department or a closely related field and at least three (3) years of progressively responsible professional work experience performing duties consistent with the needs of the respective department.

Licenses and Certifications:

Valid California class C driver's license with satisfactory driving record and automobile insurance.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, be able to operate a motor vehicle to visit various City and meeting sites, possess adequate vision to read printed materials and a computer screen and possess sufficient hearing and speech to communicate in person, before groups, and over the telephone. This position includes sedentary activities but standing in work areas and walking between work areas will be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



Resolution 2022-83 Exhibit 1

Civic Center
53-990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

October 2022

FLSA: EXEMPT

SENIOR MANAGEMENT ANALYST

DEFINITION

Under direction of the respective department head, performs a full range of analytical work to research, evaluate, develop, implement and administer assigned programs, projects and functions; plans and implement analytical strategies to resolve problems; gather and analyzes information from various sources to prepare comprehensive analytical reports and recommendations; administers complex research and assignments as it pertains to the respective department. Performs a full range of responsible and varied professional, analytical, financial, systems, statistical programmatic, management and other administrative analyses duties in providing responsible staff support to a City department, division, function, or program area; performs a variety of assigned projects, prepares various reports to improve the efficiency and effectiveness of departmental or division operations; and coordinates assigned activities with other departments, divisions, outside agencies, and the general public. The Senior Management analyst exercises general discretion and oversight in the performance of work assignments and is responsible for managing assigned staff. This is a broad classification with individual positions assigned to specific functional areas; duties and assignments may overlap depending on department staffing and operational needs. This position is intended to fit individual department/division needs. All duties outlined are general with the understanding that they pertain to the respective hiring department.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the respective department head or designee. May exercise direct, technical and functional supervision over support staff if assigned.

CLASS CHARACTERISTICS

Incumbent is responsible for the management and administration of new and existing departmental projects. Incumbent works under general direction and exercises a high level of discretion and independent judgment in performing a full range of routine and complex functions and duties relating to the management of departmental projects and analytical research.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, supervises and evaluates the work of assigned staff; develops, implements and monitors work plans to achieve goals and objectives; contributes to development of and monitoring of performance against departmental projects and budgets; participates in developing, implementing and evaluating work programs, plans, processes, systems and

procedures to achieve City goals, objectives and performance measures consistent with the City's quality and service expectations.

- Performs difficult and responsible assignments in assigned areas of respective department.
- Drafts proposed contracts, bid documents; agreements and a variety of other supporting documents; monitors program/ contract performance and expenditures; researches and resolves program/contract problems and disputes; compiles and drafts federal and state agency reports and documents.
- Reviews specification; develops, procures, implements and administers contracts and agreements. May prepare RFP's for contract services to establish new projects within the department.
- Responsible for the management administration and oversight of programs.
- Provides day-to-day leadership and works with staff to ensure a high performance, customer service-oriented work environment, which supports achieving City and District objectives and service expectations; provides leadership and participates in programs and activities that promote a positive employee relations environment.
- Assist the department head in the development and administration of programs.
- May assists other departments in various tasks or programs.
- Performs duties of disaster worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of effective management and supervision.
- Principles, practices, and methods of administrative, organizational, financial and procedural analysis.
- Principles and practices of public administration, including budgeting, contracting, purchasing and maintenance of public records.
- Federal state and local laws, regulations and court decisions applicable to assigned areas of responsibility, including the Public Contracts Code.
- State guidelines and rules.
- City department guidelines and specifications.
- Principles and practices of effective management and supervision.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.

Ability to:

- Organize, set priorities and exercise sound independent judgment within areas of responsibility; coordinate effort with other City departments and regulatory agencies.
- Analyze administrative, operational, procedural, organizational and/or financial problems, evaluate alternatives and reach sound, logical, fact-based conclusions and recommendations.
- Communicate effectively, both orally and in writing; present conclusions and recommendations clearly and logically.
- Prepare clear, concise and comprehensive correspondence, reports and other written materials.
- Establish and administer contracts in accordance with contract requirements and all applicable legal and other requirements.
- Analyze proposed state and local legislation to determine impacts on the City or respective City departments.
- Use and operate computers and standard business software; maintains files, records and documentation
- Establish and maintain effective working relationships with staff, contractors, developers, consultants and other encountered in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying.

Graduation from an accredited master degree program is preferred. At a minimum, the incumbent must have graduated from an accredited four-year college or university with major coursework consistent with the standard needs of the hiring department or a closely related field and have at least five (5) years of progressively responsible professional work experience performing duties consistent with the needs of the respective department.

Licenses and Certifications:

Valid California class C driver's license with satisfactory driving record and automobile insurance.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, be able to operate a motor vehicle to visit various City and meeting sites, possess adequate vision to read printed materials and a computer screen and possess sufficient hearing and speech to communicate in person, before groups, and over the telephone. This position includes sedentary activities but standing in work areas and walking between work areas will be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



Resolution 2022-83 Exhibit 1

Civic Center
53-990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

October 2022

FLSA: EXEMPT

CUSTOMER SERVICE REPRESENTATIVE

DEFINITION

Under direct supervision, provides customer service to City constituents, performs a variety of routine to complex technical and administrative support duties in the preparation, maintenance, and processing of accounting and customer account records for the City, in addition to balancing, reconciling and maintaining accounting and financial records; prepares correspondence using independent judgment in content and style; interacts frequently with the public and explains City policies and procedures and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Finance Director or designee. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Customer Service Representative I - This is the entry-level class in the CSR series. Initially, under close supervision, incumbents with basic clerical experience learn to perform routine to moderately complex customer service and administrative support duties, including document preparation, records management, researching, compiling, and organizing information from various sources, screening phone calls, visitors, mail, directing questions to the appropriate staff, and customer account functions. As more experience is gained, assignments become more varied and are performed with greater independence. Positions at this level usually perform most of the duties required of the positions at the II class, but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. Since this class is often used as a training class, employees may have only limited or no directly related work experience. Must have the ability to properly communicate with customers and provide exceptional customer service.

Customer Service Representative II - This is the full journey-level class in the CSR series. Incumbents are capable of performing the full range of complex customer service and administrative support duties, including document preparation, records management, researching, compiling, and organizing information from various sources, screening phone calls, visitors, mail, directing questions to the appropriate staff, and customer account functions. Positions at this level are distinguished from the I level by the performance of the full range of duties as assigned, working independently and exercising judgement and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. They exercise a higher level of discretion and independent decision-making and provides technical and functional direction to class I CSR staff.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Receives payments and fees from the public and/or other departments and processes payments at customer service locations; makes change as necessary and maintains cash drawer as appropriate; processes automatic customer account debits through electronic bank transfers; balances payments and posts transactions in the accounting system daily.
- Post information to departmental, fiscal or other records; collects and submits data for reports pertaining to assigned functions.
- Sets up new accounts or closes out terminated accounts; enters meter readings for monthly billing; notifies customers of excessive usage and initiates work orders to investigate for high consumption, potential leaks, or broken utility meters; calculates and processes billing adjustments due to leaks, penalty adjustments, or overestimating; enters new meters into utility inventory system, and performs other various customer account activities.
- Sends out late and final notices, collection notices, and performs necessary collections and delinquency processing.
- Performs a variety of routine to complex administrative and technical account support duties related to utility billing, citations, revenue, collections and other customer related payments, including posting, balancing, reconciling, and maintaining account and financial records according to established policies and procedures.
- Verifies, posts, and records a variety of financial transactions; prepares and maintains database, records, and a variety of periodic and special financial, accounting and statistical reports.
- Maintains a variety of ledgers, registers, and journals according to established account policies and procedures; reconciles transactions and data as directed; records changes and resolves differences; maintains the accuracy of accounting and financial records.
- Generates and assists in the preparation of monthly, quarterly, and year-end financial, summary and technical reports.
- Researches records within areas of responsibility to prepare and provide follow-up information to customer and staff inquiries.
- Performs general office support duties such as opening and routing mail and deliveries; preparing correspondence; filing and record keeping; and duplicating and distributing various written materials.
- Operates a variety of standard office equipment, including job-related computer hardware and software applications, copiers, postage meters, scanners, facsimile machines, and multi-line telephones; may operate other department-specific equipment.
- Assists customers, departments, and employees by providing answers and information regarding specific account information, discrepancies and/or general accounting procedures; researches issues regarding specific transactions; and updates related files and departments on action items.
- May provide direction and training to lower-level or less experienced staff in area of assignment.
- Performs duties of disaster worker in event of an emergency.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Terminology and practices of financial and account document processing and record keeping, related to utility billing.
- Business arithmetic and basic financial and statistical techniques.
- Record-keeping principles and procedures.
- Standard office practices, methods, and computer equipment.

- Computer applications related to work, including word processing spreadsheet, customer billing software and cash handling.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Provide exceptional customer service including greeting customers, communicating with customer and resolving issues with unsatisfied customers.
- Respond to and effectively prioritize multiple phone calls and other requests for service.
- Interpret, apply, and explain policies and procedures.
- Compose correspondence and reports independently or from brief instructions.
- Make accurate arithmetic, financial, and statistical computations
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Understand and follow oral and written instructions.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate and learn how to operate computer equipment and specialized software applications.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying.

Customer Service Representative I - Graduation from high school or possession of a high school equivalency and one (1) year of varied customer service and administrative support experience.

Customer Service Representative II - In addition to the above, specialized training in business or customer accounts and three (3) years of increasingly responsible administrative support experience, or two (2) years of experience equivalent to the Customer Service Representative I at the City of Coachella. An associates degree from an accredited college or university can be substituted for (1) year of experience and a bachelor degree for (2) years of experience.

Licenses and Certifications:

Valid California class C driver's license with satisfactory driving record and automobile insurance.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, be able to operate a motor vehicle to visit various City and meeting sites, possess adequate vision to read printed materials and a computer screen and possess sufficient hearing and speech to communicate in person, before groups, and over the telephone. This position includes sedentary activities but standing in work areas and walking between work areas will be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and

file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

DRAFT



Resolution 2022-83 Exhibit 1

Civic Center
53-990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

August 2022

FLSA: EXEMPT

CUSTOMER SERVICE TECHNICIAN

DEFINITION

Under direct and/or general supervision, provides a variety of technical customer service to City constituents, performs a variety of routine to complex technical and administrative support duties in the preparation, maintenance, and processing of accounting and customer account records for the City, in addition to balancing, reconciling and maintaining accounting and financial records; prepares correspondence using independent judgment in content and style; interacts frequently with the public and explains City policies and procedures and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct or technical supervision from the Finance Director or designee. Exercises supervision over lower-level staff.

CLASS CHARACTERISTICS

Customer Service Technician: This is the full journey-level class in the customer service series. Incumbents are capable of performing the full range of complex customer service and administrative support duties, including document preparation, records management, researching, compiling, and organizing information from various sources, screening phone calls, visitors, mail, directing questions to the appropriate staff, and customer account functions. The incumbent organizes and oversees assigned customer service functions and provides direct and technical supervision to assigned customer service representatives.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Receives payments and fees from the public and/or other departments and processes payments at customer service locations; makes change as necessary and maintains cash drawer as appropriate; processes automatic customer account debits through electronic bank transfers; balances payments and posts transactions in the accounting system daily.
- Post information to departmental, fiscal or other records; collects and submits data for reports pertaining to assigned functions.
- Sets up new accounts or closes out terminated accounts; enters meter readings for monthly billing; notifies customers of excessive usage and initiates work orders to investigate for high consumption, potential leaks, or broken utility meters; calculates and processes billing adjustments due to leaks, penalty adjustments, or overestimating; enters new meters into utility inventory system, and performs other various customer account activities.

- Sends out late and final notices, collection notices, and performs necessary collections and delinquency processing.
- Performs a variety of routine to complex administrative and technical account support duties related to utility billing, citations, revenue, collections and other customer related payments, including posting, balancing, reconciling, and maintaining account and financial records according to established policies and procedures.
- Verifies, posts, and records a variety of financial transactions; prepares and maintains database, records, and a variety of periodic and special financial, accounting and statistical reports.
- Maintains a variety of ledgers, registers, and journals according to established account policies and procedures; reconciles transactions and data as directed; records changes and resolves differences; maintains the accuracy of accounting and financial records.
- Generates and assists in the preparation of monthly, quarterly, and year-end financial, summary and technical reports.
- Researches records within areas of responsibility to prepare and provide follow-up information to customer and staff inquiries.
- Performs general office support duties such as opening and routing mail and deliveries; preparing correspondence; filing and record keeping; and duplicating and distributing various written materials.
- Operates a variety of standard office equipment, including job-related computer hardware and software applications, copiers, postage meters, scanners, facsimile machines, and multi-line telephones; may operate other department-specific equipment.
- Assists customers, departments, and employees by providing answers and information regarding specific account information, discrepancies and/or general accounting procedures; researches issues regarding specific transactions; and updates related files and departments on action items.
- May provide direction and training to lower-level or less experienced staff in area of assignment.
- Performs duties of disaster worker in event of an emergency.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles of direct and technical supervision (may be learned on the job).
- Terminology and practices of financial and account document processing and record keeping, related to utility billing.
- Business arithmetic and basic financial and statistical techniques.
- Record-keeping principles and procedures.
- Standard office practices, methods, and computer equipment.
- Computer applications related to work, including word processing spreadsheet, customer billing software and cash handling.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Provide exceptional customer service including greeting customers, communicating with customer and resolving issues with unsatisfied customers.
- Respond to and effectively prioritize multiple phone calls and other requests for service.
- Interpret, apply, and explain policies and procedures.
- Compose correspondence and reports independently or from brief instructions.
- Make accurate arithmetic, financial, and statistical computations
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Understand and follow oral and written instructions.

- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate and learn how to operate computer equipment and specialized software applications.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Oversee and review the work of assigned CSRs.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying.

Graduation from an accredited two (2) year college with a degree in accounting, finance, business or related field and two (2) years of experience in a related field equivalent to the Customer Service Representative II.

Licenses and Certifications:

Valid California class C driver’s license with satisfactory driving record and automobile insurance.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, be able to operate a motor vehicle to visit various City and meeting sites, possess adequate vision to read printed materials and a computer screen and possess sufficient hearing and speech to communicate in person, before groups, and over the telephone. This position includes sedentary activities but standing in work areas and walking between work areas will be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Resolution 2022-90, A Resolution Authorizing the City Manager To Execute Agreements on Behalf of the City Associated with Local Road Safety Plan – Federal Aid # LRSPL-5294(019)

STAFF RECOMMENDATION:

Approve Resolution 2022-90, A Resolution Authorizing the City Manager To Execute Agreements on Behalf of the City Associated with Local Road Safety Plan – Federal Aid # LRSPL-5294(019)

DISCUSSION/ANALYSIS:

The City of Coachella has been awarded Federal funding to create a Local Road Safety Plan. The State is the administering agency for these funds and is requiring the execution of a Program Supplemental Agreement to the current State Master Agreement. The State is also requiring a certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreements.

The total funds are in the amount of \$44,000. It is recommended that a blanket resolution authorizing the City Manager to have all project associated agreements executed on the City's behalf at their discretion be adopted. This will greatly facilitate the processing of future certificates, agreements, reimbursements, or other related paperwork that will be required as the project progresses.

FISCAL IMPACT:

No fiscal impact to budget. The local match for this project is \$16,000 and has been appropriated in the CIP FY 22/23 budget.

ATTACHMENTS:

1. Resolution 2022-90
2. Master Agreement – No. 08-5294S21
3. Program Supplement – No. 000000X76

RESOLUTION NO. 2022-90

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS ON BEHALF OF THE CITY ASSOCIATED WITH LOCAL ROAD SAFETY PLAN – FEDERAL AID # LRSPL-5294(019)

WHEREAS, the City intends to pursue state and federal funding for the completion of this project; and

WHEREAS, the State requires that certain agreements be executed between the State and the City; and

WHEREAS, the City wishes to streamline the process of executing agreements and facilitating completion of the project for the benefit of its citizens; and

WHEREAS, the City Manager is entrusted with the trust and support of City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coachella do hereby resolve and authorize the City Manager to execute on behalf of the City any and all agreements associated with this project.

PASSED, APPROVED and ADOPTED this 12th day of October 2022.

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. 2022-90 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of October 2022 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

Item 10.

08	City of Coachella
-----	-----
District	Administering Agency

Agreement No. 08-5294S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of Coachella, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

Item 10.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.
5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.
7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.
8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

Item 10.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies. Item 10.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.
5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.
6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only ~~after~~ those costs are incurred and paid for by the subcontractors.

Item 10.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Item 10.

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

Item 10.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY. Item 10.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By _____

City of Coachella
By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Coachella
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

Item 10.

PROGRAM SUPPLEMENT NO. 000000X76
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 08-5294S21

Adv. Project ID 0822000024
Date: September 08, 2021
Location: 08-RIV-0-COA
Project Number: LRSPL-5294(019)
E.A. Number:
Locode: 5294

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5294S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of _____ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached). The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: City Wide

TYPE OF WORK: Local Roadway Safety Plan LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$60,000.00		\$44,000.00	\$16,000.00	\$0.00

CITY OF COACHELLA

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  Date 9/9/2021 \$44,000.00

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
4. This PROJECT is funded with State-Only funding from the Local Roadway Safety Plan (LRSP) Program. ADMINISTERING AGENCY agrees to develop an LRSP under this PROJECT.

The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the LRSP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the LRSP funds.

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY agrees that LRSP funds available for reimbursement will be limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide LRSP Coordinator prior to performing work.

ADMINISTERING AGENCY agrees to the program delivery and reporting requirements. The study and the LRSP must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the LRSP report must be submitted to the DLAE within six (6) months of the report completion.



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance agreement to BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122.

STAFF RECOMMENDATION:

Award maintenance agreement to BRC Construction for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122. This RFP closed on September 14, 2022 and the City received one response.

The RFP was published to obtain a general contractor that can complete minor jobs as needed throughout the LLMDs; examples of work assignments include: cleanup of disposed items, sign repair, playground equipment repair/replacement. Staff has reviewed the response received from BRC Construction and recommends approval of a maintenance agreement. The agreement as identified in the RFP will have a term commencing October 15, 2022 – October 14, 2025 and not exceed \$450,000.

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget. The award amount is allocated in the LLMD Budget.

Attachment:

Proposed Agreement

As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts

CITY OF COACHELLA MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of October, 2022 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 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as “City”) and BRC Construction with its principal place of business at P.O. Box 491, Palm Desert, CA 92261 (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Miscellaneous Repair Maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts Project No. 081122 (“Project”) as set forth in this Agreement.

2.3 License Requirements.

The Contractor must obtain a City of Coachella Business License and show proof that it possesses at a minimum an active State Contractor License as required by the State of California in conformance with performing the duties under this contract.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 Miscellaneous Repair Maintenance 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 15, 2022 to October 14, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Contractor 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor 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. Contractor 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. Contractor 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. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor 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 Contractor shall be subject to the approval of City.

3.2.4 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 Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates Branden Rickard or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor’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.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor 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, Contractor 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 Contractor’s failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Contractor shall 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 provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit “D”, attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or 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, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Hundred Dollars (\$100.00) per day** for each and every calendar

day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor 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, Contractor 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.

3.2.9.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor 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. Contractor 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.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 Contractor, 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 Contractor'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 Contractor'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 Contractor or for which the Contractor 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 Contractor'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 Contractor'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 Contractor.

(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.

3.2.9.4 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.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 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.

3.2.9.7 Verification of Coverage. Contractor 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.

3.2.9.8 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.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Contractor 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 **Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00)**. 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. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. 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. Contractor 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 Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor’s principal place of business and at the project site. Contractor 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. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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:

CONTRACTOR:

BRC CONSTRUCTION
Address: PO Box 491
Palm Desert, CA 92261
Attn: Branden Rickard

CITY:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez

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 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.

3.5.4 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.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, 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. Contractor shall defend, at Contractor'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. Contractor 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. Contractor 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. Contractor'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.

3.5.6 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.

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

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

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.5.11 Assignment or Transfer. Contractor 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.

3.5.12 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.5.14 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.

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

3.5.16 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.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.18 Equal Opportunity Employment. Contractor 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. Contractor 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.

3.5.19 Labor Certification. By its signature hereunder, Contractor 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.

3.5.20 Authority to Enter Agreement. Contractor 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor 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

BRC CONSTRUCTION

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Branden Rickard
Owner

Attest:

Andrea Carranza, Deputy City Clerk

Carlos Campos, City Attorney

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

- Maintenance and repair Landscape Lighting and Maintenance District properties and improvements in those areas.

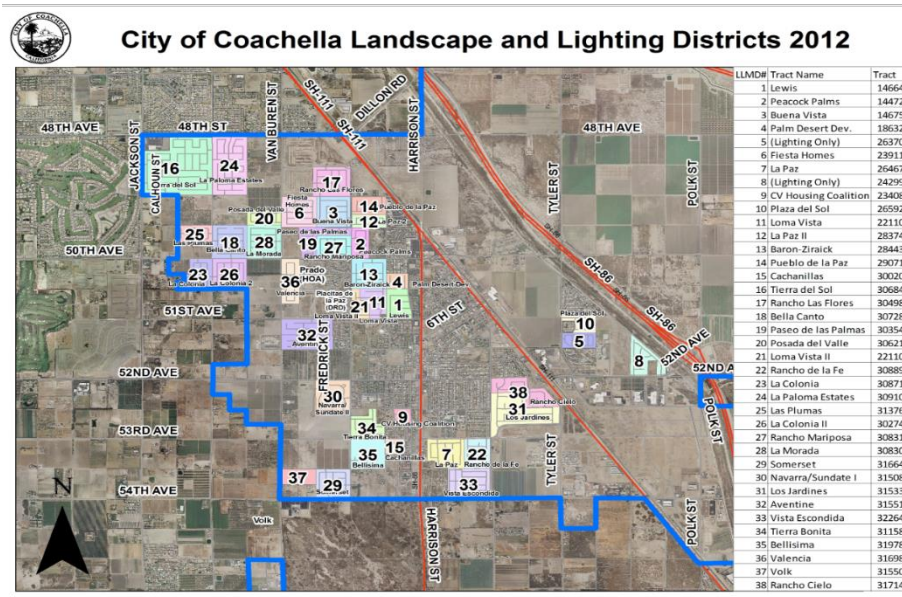


EXHIBIT "B"

SCHEDULE OF MAINTENANCE SERVICES

1. Services for this maintenance agreement are as needed. Response times based on urgency of repair are as follows:
 - a. Emergency Repair: 30 minutes – 2 hours
 - b. Non-Emergency Repair: 1-10 days

EXHIBIT "C"
COMPENSATION

LICENSED CONTRACTOR HOURLY COST -	\$150.00 PER HOUR
APPRENTICE/HELPER HOURLY COST -	\$75.00 PER HOUR
TRAVEL TIME FLAT RATE -	\$125 PER TRIP
MATERIAL COST -	10% MARKUP



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance agreement to BRC Construction for As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No. 081122B.

STAFF RECOMMENDATION:

Award maintenance agreement to BRC Construction for As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No. 081122B.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No. 081122B. This RFP closed on September 14, 2022 at 2pm and the City received one response.

The RFP was published to obtain a general contractor that can complete fence and masonry wall repairs throughout the LLMDs; these repairs are required from time to time due to traffic collisions that affect these improvements, vandalism or age of improvement. Staff has reviewed the response received from BRC Construction and recommends approval of a maintenance agreement. The agreement as identified in the RFP will have a term commencing October 15, 2022 – October 14, 2025 and not exceed \$450,000.

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget. The award amount is allocated in the Fiscal Year 2022/2023 LLMD Budget.

Attachment:

Proposed Agreement

As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts

CITY OF COACHELLA MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of October, 2022 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 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as “City”) and BRC Construction with its principal place of business at P.O. Box 491, Palm Desert, CA 92261 (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Block Wall and Wrought Iron Fencing Repair Maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for As Needed Block Wall and Wrought Iron Fence Repairs for the Landscape and Lighting Maintenance Districts Project No 081122B (“Project”) as set forth in this Agreement.

2.3 License Requirements.

The Contractor must obtain a City of Coachella Business License and show proof that it possesses at a minimum an active State Contractor License as required by the State of California in conformance with performing the duties under this contract.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 Block Wall and Wrought Iron Fence Repair Maintenance 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 15, 2022 to October 14, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Contractor 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor 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. Contractor 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. Contractor 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. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor 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 Contractor shall be subject to the approval of City.

3.2.4 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 Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates Branden Rickard or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor’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.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor 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, Contractor 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 Contractor’s failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Contractor shall 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 provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit “D”, attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or 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, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Hundred Dollars (\$100.00) per day** for each and every calendar

day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor 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, Contractor 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.

3.2.9.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor 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. Contractor 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.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 Contractor, 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 Contractor'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 Contractor'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 Contractor or for which the Contractor 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 Contractor'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 Contractor'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 Contractor.

(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.

3.2.9.4 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.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 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.

3.2.9.7 Verification of Coverage. Contractor 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.

3.2.9.8 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.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Contractor 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 **Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00)**. 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. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. 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. Contractor 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 Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor’s principal place of business and at the project site. Contractor 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. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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:

CONTRACTOR:

BRC CONSTRUCTION
Address: PO Box 491
Palm Desert, CA 92261
Attn: Branden Rickard

CITY:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez

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 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.

3.5.4 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.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, 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. Contractor shall defend, at Contractor'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. Contractor 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. Contractor 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. Contractor'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.

3.5.6 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.

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

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

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.5.11 Assignment or Transfer. Contractor 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.

3.5.12 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.5.14 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.

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

3.5.16 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.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.18 Equal Opportunity Employment. Contractor 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. Contractor 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.

3.5.19 Labor Certification. By its signature hereunder, Contractor 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.

3.5.20 Authority to Enter Agreement. Contractor 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor 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

BRC CONSTRUCTION

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Branden Rickard
Owner

Attest:

Andrea Carranza, Deputy City Clerk

Carlos Campos, City Attorney

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

- Maintenance and repair Landscape Lighting and Maintenance District properties and improvements in those areas.

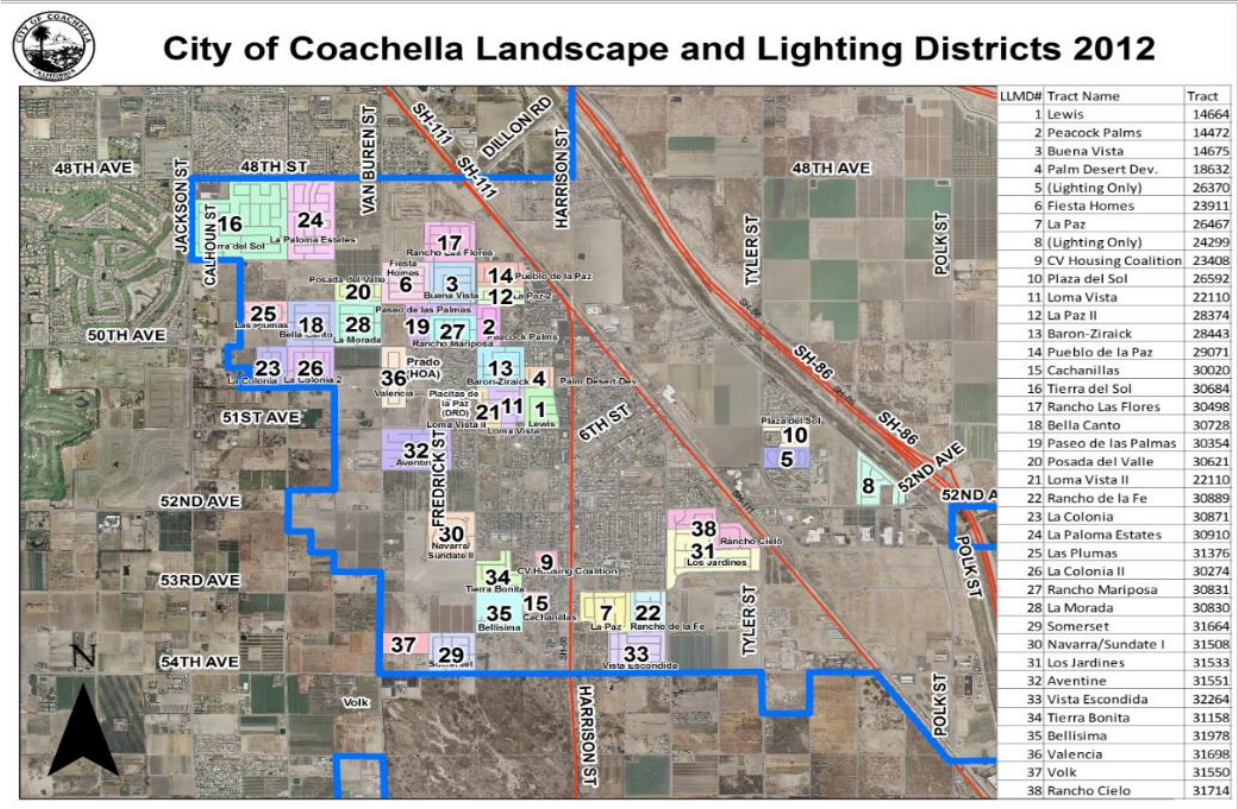


EXHIBIT "B"

SCHEDULE OF MAINTENANCE SERVICES

1. Services for this maintenance agreement are as needed. Response times based on urgency of repair are as follows:
 - a. Emergency Repair: 30 minutes – 2 hours
 - b. Non-Emergency Repair: 1-10 days

EXHIBIT "C"
COMPENSATION

LICENSED CONTRACTOR HOURLY COST -	\$150.00 PER HOUR
APPRENTICE/HELPER HOURLY COST -	\$75.00 PER HOUR
TRAVEL TIME FLAT RATE -	\$125 PER TRIP
MATERIAL COST -	10% MARKUP



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance agreements to both Rudy G Reyes (dba Rudy's Electric) and Bear Electrical Solutions for the As Needed Electrical Repairs Project No. 081622.

STAFF RECOMMENDATION:

Award maintenance agreements to both Rudy G Reyes (dba Rudy's Electric) and Bear Electrical Solutions for the As Needed Electrical Repairs Project No. 081622.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for As Needed Electrical Repairs Project No. 081622. This RFP closed on September 21, 2022 at 2pm and the City received two responses.

The RFP was published to select a licensed electrical contractor that can complete repairs to electrical as needed in city buildings, city parks and throughout the Landscape Lighting and Maintenance Districts. However, as identified in the RFP, the City may award more than one contract if desired. After review of the two proposals received and discussions with both proposers, staff recommends awarding a maintenance agreement to both proposers (Rudy G Reyes and Bear Electrical Solutions). Awarding the Project to two contractors will provide redundancy and improve staff's access to resources when needed. The term and compensation of both agreements will be identical – the terms will commence October 15, 2022 – October 14, 2025 and not exceed \$450,000.

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget. The award amount is allocated in the Building Maintenance, LLMD, and Park Division Budgets.

Attachment:

Proposed Agreements

As Needed Electrical Repairs Project No. 081622

City of Coachella MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of October, 2022 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 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as “City”) and Rudys Electric Co. with its principal place of business at 736 Palm Avenue, Coachella CA 92236 (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain electrical maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing electrical repair services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the As Needed Electrical Repairs Project No 081622 (“Project”) as set forth in this Agreement.

2.3 License Requirements.

The Contractor must obtain a City of Coachella Business License and show proof that it possesses at a minimum an active State Contractor License as required by the State of California in conformance with performing the duties under this contract.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 Electrical Repair Maintenance 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 15, 2022 to October 14, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Contractor 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor 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. Contractor 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. Contractor 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. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor 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 Contractor shall be subject to the approval of City.

3.2.4 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 Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates Rudy G. Reyes or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent

and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor 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, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall 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 provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit "D", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or 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, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Hundred Dollars (\$100.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to

such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor 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, Contractor 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.

3.2.9.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor 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. Contractor 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.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 Contractor, 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 Contractor'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 Contractor'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 Contractor or for which the Contractor 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 Contractor'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 Contractor'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 Contractor.

(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.

3.2.9.4 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.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 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.

3.2.9.7 Verification of Coverage. Contractor 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.

3.2.9.8 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.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Contractor 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 **Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00)**. 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. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. 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. Contractor 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 Contractor 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. Contractor

shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor’s principal place of business and at the project site. Contractor 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. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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:

CONTRACTOR:

RUDY G REYES
Address: 736 Palm Avenue
Coachella, CA 92236
Attn: Rudy G. Reyes

CITY:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez

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 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.

3.5.4 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.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, 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. Contractor shall defend, at Contractor'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. Contractor 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. Contractor 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. Contractor'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.

3.5.6 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.

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

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

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.5.11 Assignment or Transfer. Contractor 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.

3.5.12 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.5.14 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.

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

3.5.16 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.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.18 Equal Opportunity Employment. Contractor 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. Contractor 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.

3.5.19 Labor Certification. By its signature hereunder, Contractor 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.

3.5.20 Authority to Enter Agreement. Contractor 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor 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

RUDY G REYES (RUDY'S ELECTRIC)

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Rudy G. Reyes
Owner

Attest:

Andrea Carranza, Deputy City Clerk

Carlos Campos, City Attorney

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

Electrical maintenance and repair services for City parks, City building and Landscape Lighting and Maintenance District properties and improvements in those areas.

EXHIBIT "B"

SCHEDULE OF MAINTENANCE SERVICES

Services for this maintenance agreement are as needed. Response times based on urgency of repair are as follows:

- a. Emergency Repair: 1 hours
- b. Non-Emergency Repair: 1 -5 days

EXHIBIT "C"
COMPENSATION

LICENSED ELECTRICIAN HOURLY COST -	\$85.00 PER HOUR /
APPRENTICE/HELPER HOURLY COST -	\$60.00 PER HOUR
MATERIAL COST -	15% MARKUP

As Needed Electrical Repairs Project No. 081622

City of Coachella MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of October, 2022 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 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as “City”) and Bear Electrical Solutions Inc. with its principal place of business at PO BOX 924, Alviso CA 95002 (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain electrical maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing electrical repair services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the As Needed Electrical Repairs Project No 081622 (“Project”) as set forth in this Agreement.

2.3 License Requirements.

The Contractor must obtain a City of Coachella Business License and show proof that it possesses at a minimum an active State Contractor License as required by the State of California in conformance with performing the duties under this contract.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 Electrical Repair Maintenance 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 15, 2022 to October 14, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Contractor 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 Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor 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. Contractor 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. Contractor 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. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor 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 Contractor shall be subject to the approval of City.

3.2.4 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 Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates Robert Asuncion or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent

and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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.

3.2.6 Coordination of Services. Contractor 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.

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor 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, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall 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 provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit "D", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or 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, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Hundred Dollars (\$100.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to

such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor 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, Contractor 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.

3.2.9.2 Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor 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. Contractor 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.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 Contractor, 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 Contractor'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 Contractor'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 Contractor or for which the Contractor 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 Contractor'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 Contractor'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 Contractor.

(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.

3.2.9.4 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.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 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.

3.2.9.7 Verification of Coverage. Contractor 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.

3.2.9.8 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.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Contractor 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 **Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00)**. 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. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. 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. Contractor 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 Contractor 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. Contractor

shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor 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. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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:

CONTRACTOR:

BEAR ELECTRICAL SOLUTIONS INC
Address: PO BOX 924
Alviso, CA 95002-0924
Attn: Robert Asuncion

CITY:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez

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 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.

3.5.4 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.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, 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. Contractor shall defend, at Contractor'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. Contractor 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. Contractor 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. Contractor'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.

3.5.6 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.

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

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

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.5.11 Assignment or Transfer. Contractor 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.

3.5.12 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.5.14 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.

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

3.5.16 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.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.18 Equal Opportunity Employment. Contractor 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. Contractor 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.

3.5.19 Labor Certification. By its signature hereunder, Contractor 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.

3.5.20 Authority to Enter Agreement. Contractor 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor 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

Bear Electrical Solutions, Inc.

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Mike Peters
President

Attest:

Andrea Carranza, Deputy City Clerk

Carlos Campos, City Attorney

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

Electrical maintenance and repair services for City parks, City building and Landscape Lighting and Maintenance District properties and improvements in those areas.

EXHIBIT "B"

SCHEDULE OF MAINTENANCE SERVICES

Services for this maintenance agreement are as needed. Response times based on urgency of repair are as follows:

- a. Emergency Repair: 2 hours
- b. Non-Emergency Repair: 2 hours

EXHIBIT "C"
COMPENSATION

LICENSED ELECTRICIAN HOURLY COST -	\$150.00 PER HOUR /
APPRENTICE/HELPER HOURLY COST -	\$115.00 PER HOUR
TRAVEL TIME EXPENSE FLAT RATE OR	\$150.00 PER TRIP
TRAVEL TIME PER HOUR	\$125.00 PER HOUR
MATERIAL COST -	15% MARKUP



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approval for operation of a beer garden by Culturas Music & Arts on November 12, 2022 at Dateland Park from 11am to 8pm.

STAFF RECOMMENDATION:

Approval for operation of a beer garden by Culturas Music & Arts on November 12, 2022 at Dateland Park from 11am to 8pm.

EXECUTIVE SUMMARY:

The 2022 Synergy Music and Arts Festival is planned to occur on Saturday, November 12, 2022 from 11am to 8pm. This event has been a recurring event in Coachella since 2012. The event would occur at Dateland Park and include live bands, disc jockey, food vendors, art displays, merchandise vendors, car show and beer garden.

Culturas Music and Arts is requesting to be authorized to operate a beer garden at this event from 11am - 8pm; all event permit approvals would be contingent upon the applicant meeting all permitting requirements by City, County, ABC and other required regulatory agencies.

FISCAL IMPACT:

None.



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award professional services agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 082522H.

STAFF RECOMMENDATION:

Award professional services agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 082522H.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for Holiday Lighting and Decorations Project No. 082522H. This RFP closed on September 26, 2022 and the City received two responses; from Hi-Tech Lights and The Christmas King. The project is for design and installation of holiday décor that is synchronized to music along Sixth Street in front of City Hall and the Coachella Library.

The proposals received from both firms were reviewed by staff and scored based on the following categories identified in the RFP: Understanding of Work to be Performed, Demonstrated quality of firm, Familiarity with City, County and State Procedures, References, Completeness of the Proposal, and Cost. Based on the score results staff is recommending award to The Christmas Kings. The proposed agreement, will have a term beginning November 1, 2022 – January 5, 2023 and compensation in the amount of \$50,000.

FISCAL IMPACT:

The proposed work was approved in the current budget and the recommended action will not have a fiscal impact.

Attachments:

Proposed Agreement

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 082522H**

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of October, 2022, 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 53990 Enterprise Way, Coachella, California 92236 (“City”) and **The Christmas Kings**, a corporation with its principal place of business at 31500 Grape St, Suite 3233, Lake Elsinore, CA 92532. (“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 methods of studying policing 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 **Holiday Lighting and Decorations** (“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 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 **November 1, 2022 to January 5, 2023**, 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 "A" 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: **Mathew Kronquist**.

3.2.5 City's Representative. The City hereby designates **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 **Mathew Kronquist**, 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 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.

3.2.10.4 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.

3.2.10.5 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.

3.2.10.6 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.

3.2.10.7 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 "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand Dollars and Zero Cents (\$50,000.00)**. 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. 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 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
53462 Enterprise Way
Coachella, CA 92236
Attn: **Maritza Martinez**

Consultant
The Christmas Kings
31500 Grape St, Suite 3233
Lake Elsinore, CA 92532

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. Consultant shall not, without the prior written consent of City, use such materials 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 workdays. 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

THE CHRISTMAS KINGS

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Mathew Kronquist, Owner Operator

Attest:

By: _____
City Clerk

Approved as to Form:

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

Exhibit A

The City of Coachella desires to highlight its Downtown public spaces to create a festive and attractive atmosphere for residents, visitors, and businesses. The successful responder must demonstrate the ability to utilize creativity and cohesiveness with the established aesthetic of the Downtown. Total project budget cannot exceed \$50,000.

The scope of work includes the design, installation, maintenance/service and removal. The lighting and decorations will be installed in two locations in Coachella: 1515 Sixth Street (City Hall) and 1500 Sixth Street (Coachella Library). With the focus along the Sixth Street corridor. Electricity is available at each site and the power costs will be paid by the City. Lighting and decorations shall be securely fastened to reduce the likelihood of damages and outages due to wind. All extension cord connections should be wrapped/anchored to protect moisture and prevent tripping hazards. Trees are to be fully wrapped including trunk and branches. The City is requesting proposals include a holiday music and lighting synchronization programming. Holiday lighting and decorations must be completely installed as of December 5, 2022 and removal of the installed items must be done between January 2-5, 2023.

- City Hall Location – decorated areas include the Sixth Street facing building and turf area between Orchard Street and Vine Street. City staff will be wrapping all palm trees and installing warm C9 bulbs along the roofline.
- Coachella Library Location – decorated areas include the Sixth Street facing building and parkway/courtyard area along Sixth Street. City staff will be wrapping all palm trees and installing warm C9 bulbs along the roofline.



STAFF REPORT
10/12/2022

Fu

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Amendment No. 2 to the Professional Services Agreement with KOA Corporation, Inc. for an amount of \$16,344.00 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 Amendment #2 to the Professional Services Agreement with KOA Corporation, Inc. for an amount of \$16,344.00 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.

BACKGROUND:

The total cost to complete improvements for this project is an amount of \$9,250,000, 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 \$6,937,500 of the total cost. The Project 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 October 9, 2019 City Council authorized an agreement with KOA Corporation for professional design services. The consultant has completed the environmental document and finalized project scope, which include right-of-way acquisition.

On November 10, 2021 City Council authorized Amendment #1 to KOA to modify the plans to evaluate value engineering and underground utility considerations between De Oro and Kensington.

FISCAL IMPACT:

Funding for these services will be reimbursed at the rate previously specified of 75% CVAG (\$12,258), and 25% City (\$4,086) from Street DIF funds.

ATTACHMENTS:

1. Amendment No. 2 to the Professional Services Agreement
2. Amendment Proposal

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA
AND KOA CORPORATION
Project ST-93**

THIS SECOND AMENDMENT ("Amendment") is made and entered into as of October 12, 2022 by and between the City of Coachella ("City") and KOA Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:
 - a. On or about October 9th, 2019 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of \$545,360 for project ST-93.
 - b. On or about November 10th, 2021 the City and Consultant entered into that certain agreement entitled "First Amendment" between the City and Consultant in the amount of \$71,680.
 - c. The parties now desire to amend the Agreement as set forth in this Amendment.

2. Amendment. Section 3.3.1, Compensation, of the Agreement is hereby amended in its entirety 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 Exhibit "A" at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Six Hundred Thirty-Three Thousand Three Hundred Eighty-Four Dollars (\$633,384.00)** 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. 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

KOA CORPORATION.

By: _____

Gabriel Martin, City Manager

By: _____

Min Zhou, Chief Executive Officer/President

Approved as to form:

By: _____

Carlos Campos, City Attorney

Attest:

By: _____

Angela Zepeda, City Clerk

September 28, 2022

Mr. Andrew Simmons, P.E.
City Engineer
53990 Enterprise Way
Coachella, CA 92236

Subject: Avenue 50 CVWD Line Abandonment and Signal Interconnect Design

Dear Mr. Simmons:

Thank you for requesting KOA Corporation (KOA) to provide this proposal for assisting the City in the abandonment of the CVWD irrigation line 118.7 east of meter number 1700 along Avenue 50 between Calhoun Street and Van Buren Street, and for provision for future traffic signal interconnection between Calhoun Street and Cesar Chavez Street, the westerly 1300 feet of which will be constructed by DR Horton, and the easterly remainder to be incorporated into the Avenue 50 Street Improvement Plans. specifications, and estimate.

PROJECT UNDERSTANDING

The widening of Avenue 50 between Calhoun Street and Van Buren Street has triggered a concern on the part of CVWD that the construction activities may compromise the integrity of one of their irrigation distribution lines. To that end the City has suggested that the CVWD abandon irrigation 118.7 east of meter number 1700, which no longer serves any customers. Preliminary discussion with the CVWD and City indicated that the irrigation line could be abandoned by filling the pipe with flowable fill and relocating meter number 1700. KOA would provide assistance to the City in the abandonment process.

The original scope of services did not anticipate interconnect of the traffic signals along Avenue 50. CVAG has initiated a project to interconnect the traffic signals on significant travel corridors throughout the region, including Avenue 50. Because the design for this segment of the CV Synch signal interconnect project will occur after the Avenue 50 construction, it would seem practical to install conduit and pull boxes for future interconnect as a part of the Avenue 50 Improvements. The plans should include 3" HDPE conduit schedule 80 with No. 6 E pull boxes spaced not more than 500 feet apart, with a N40 splice vault adjacent to each traffic signal controller.

SCOPE OF SERVICES

The scope of services to be provided include:

CVWD Line Abandonment Coordination

1. KOA will provide existing utility plan base sheets to CVWD for verification of CVWD utilities. We will request from CVWD abandonment requirements, specifications, and details. We will assist the City in coordinating for the abandonment of the line through providing the Avenue 50 Improvement Plans.

Traffic Signal Interconnect Conduit for Avenue 50 Improvement



- KOA will utilize the Avenue 50 Improvement Plan base sheets to prepare conduit and pull box plans for future fiberoptic signal interconnect along Avenue 50 from the DR Horton frontage to Cesar Chavez Street. The plans will depict 3" HDPE conduit, with number 6E pull boxes spaced at not more than 500 feet. Conduit will be designed with 45-degree sweeps, and splice vaults will be situated near each controller for subsequent fiber optic design. Plans will be submitted at the 100% completion level. We will respond to City comments and submit final plans as part of the Avenue 50 Improvement plans.

FEE

KOA Corporation will perform the work specified in the scope above based on the following fee summary.

FEE FOR AVENUE 50 CVWD LINE ABANDONMENT AND SIGNAL INTERCONNECT CONDUIT DESIGN							
TASK NUMBER	SR ENGR II	SR. ASSOC ENGR I	ASSOC ENGR II	SR ADMIN	TOTAL HOURS	DIRECT COSTS	TOTAL COSTS
	\$249.00	\$145.00	\$133.00	\$98.00			
1. CVWD Line Abandonment Coordination	8	8		2	18		\$3,348.00
3. Traffic Signal Interconnect Conduit for Avenue 50	12	36	36		84		\$12,996.00
TOTAL	20	44	36	2	102	\$0.00	\$16,344.00

PROJECT ASSUMPTIONS

Our proposal was developed on the following understanding of the project.

- KOA will not be preparing abandonment plans for the CVWD lines, but will only be assisting the City through coordination and supplying Avenue 50 Improvement plans
- KOA's plans for CVWD line abandonment will be provided in KOA's CAD layers, and plans will not be prepared per CVWD CAD standards.
- Conduit and pull boxes only with pull ropes will be designed for future interconnect. Fiber optic design will not be provided at this time.

Please let me know if you have any questions or comments regarding our proposal and we can discuss it at your convenience. Thanks for this opportunity!

Sincerely,

Ali Shahzad, PE
 Managing Director/Senior Engineer
 KOA CORPORATION



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize The City of Coachella’s Tacos, Tequila and Chavelas Festival beer garden operation on October 22, 2022 at Veterans Memorial Park from 4pm to 8pm.

STAFF RECOMMENDATION:

Authorize The City of Coachella’s Tacos, Tequila and Chavelas Festival beer garden operation on October 22, 2022 at Veterans Memorial Park from 4pm to 8pm.

EXECUTIVE SUMMARY:

The City of Coachella’s Tacos Tequila and Chavelas Festival has been an event focused on celebrating Coachella’s culinary talents and supporting its local eateries. In partnership with the Greater Coachella Chamber of Commerce (Chamber), the City developed and launched this event in 2017. The 2022 event is recommended to take place on Saturday, October 22, 2022 from 4pm to 8pm at Veterans Park.

Staff is working with the Chamber to secure a total of ten to eleven taco vendors for 2022. The 2022 ticket sales remain the same - \$20.00 for taco tasting and \$25.00 for taco tasting with one chavela/tequila tasting. All participating restaurants will be provided a \$500-\$750 stipend to aid participants in paying for their food costs and all will compete for 1st, 2nd and 3rd place cash prizes of \$3,000, \$2,000 and \$1,000. All participants will also compete for People’s Choice Award.

In addition to the event’s food attractions, the event will include two live bands, live ballet folklorico dancing, a live dj, lawn games and a mechanical bull. The event includes a beer garden and staff is requesting authorization for the event to permit a beer garden at Veterans Park from 4pm-8pm on Saturday, October 22, 2022.

FISCAL IMPACT:

None.



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: 9/14/22
July 1, 2022 - June 30, 2023

2. Total Amount Requested: \$ 2500

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: Bianca Rae Foundation
Rae of Hope Retreat

4. Agency/Organization: Bianca Rae Foundation

5. Mailing Address:

Po Box 10096

City:

Palm Desert CA 92618

Zip:

6. Telephone:

708-305-1264

Fax:

7. Official Contact Person:

Name: Bianca Rae

Title: Founder

Telephone: 708-305-1264

Fax: —

E-mail: Bianca@BiancaRae
Foundation.org

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)? Yes No (Attach documentation)

9. How long has this organization been in existence?

8 years

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.

We received \$1000 in 2019 from you - thank you!

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?

October 2022 - November 2022

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

The Row of Hope Retreat is a day where middle school kids learn about self-love, anti-bullying, social media safety & more. This year, we will have two retreats - for girls in September & for boys in November.

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

Yes. We have raised \$25K so far, approximately, of the approx. \$60,000 needed to fund the retreat.

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?

We are applying for other grants and sponsorships too.

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

A large majority of our kids come from the east valley, specifically Coachella.

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

-middle school Coachella Valley children girls & boys 11-13, many from low-income east valley areas

18. Attach a proposed budget for requested funds.

Authorized Official:

Title: Founder

Signature: Bianca Rae

Date: 9/14/22

Bianca Rae Foundation

Item 18.

Budget Overview: ROH Retreat

January - December 2022

	TOTAL
Revenue	
4000 Revenue from direct contributions	
4010 Individual contributions	7,000.00
4020 Corporate contributions	30,000.00
Total 4000 Revenue from direct contributions	37,000.00
4200 Revenue from non-government grants	
4210 Corporate/business grants	23,000.00
Total 4200 Revenue from non-government grants	23,000.00
5100 Revenue from program-related sales & fees	
5180 Program service fees	1,000.00
Total 5100 Revenue from program-related sales & fees	1,000.00
Total Revenue	\$61,000.00
GROSS PROFIT	\$61,000.00
Expenditures	
8100 Nonpersonnel expenses	
8110 Supplies	400.00
8170 Printing & copying	800.00
Total 8100 Nonpersonnel expenses	1,200.00
8300 Travel, meeting, M&E expenses	
8310 Travel - transportation	100.00
8350 Meals & Entertainment	700.00
Total 8300 Travel, meeting, M&E expenses	800.00
8500 Other expenses	
8520 Insurance - non-employee related	300.00
8555 Merchant/CC processing fees	250.00
8570 Advertising/marketing expense	1,500.00
Total 8500 Other expenses	2,050.00
8700 Other program expense	
8710 Program expense - Food/Hospitality	24,500.00
8720 Program expense - Transportation	3,750.00
8730 Program expense - Decor	1,500.00
8740 Program expense - Gifts/Awards	22,500.00
8790 Program Expense - Other	4,050.00
Total 8700 Other program expense	56,300.00
Total Expenditures	\$60,350.00
NET OPERATING REVENUE	\$650.00
NET REVENUE	\$650.00



The Bianca Rae Foundation's Rae of Hope Retreat is a one-day retreat for middle school children to learn crucial life skills to help them become their best selves. When this program started six years ago, it was solely geared toward young girls. We had so much demand to expand it, so last year we held our first ever retreat for middle school boys.

These retreats are truly life-changing for these children. They attend various breakout groups full of specially designed programs to teach them about leadership, self-love, anti-bullying and social media safety. We bring in experts in each field to discuss and formulate activities with the kids. For example, in one group two entrepreneurs taught the boys about the ins and outs of starting your own business and held a shark-tank style activity with them to help them think of creative ideas and inventions. In another group at our girls retreat, we had each girl create a vision board (using magazines, construction paper, scissors, glue etc.) about what they want to be when they grow up, making sure to note the path they would take to get there. In these breakout groups, we have had children open up about suicide, even come out as LGBT. We have had little boys cling to football coaches as they broke down in tears because they don't have a father. This is one day where children get to learn about ways to get involved in their community, a foreign concept to many of them. They can learn tips and tricks to boost their self-esteem and feel better about themselves. They hear from public figures who have been bullied themselves about how they overcame those challenges. Kids get to learn about team-building and working together through fun sports activities.

We have a very unique model at our retreats: get public figures and influential members of the community who kids intrinsically look up to share this life-changing advice. It resonates tremendously with youth. Many of these kids come from broken homes, with little access to mentorship and leadership. We provide that for them with this annual retreat. The way these children attach themselves to mentors they meet at this special day proves time and time again that kids yearn for guidance just as much as we want them to have it. They want to be good, they want to be at peace with themselves, but often external factors in their lives (unstable family life, for example) deter them from that path.

It may seem like a simple concept, but there is no other program like this for middle school children in Southern California. Our success stories are profound, with one middle-school-aged girl even going on to create her own business after attending our retreat. These kids are very literally our future and we need to invest in helping them be the best humans they can be. That is the goal of the Rae Of Hope Retreat.

Our costs are many, as we are having two retreats this year. For example, for the girls retreat, the space is donated but we pay \$20 a girl for food. We purchase backpacks for each girl and buy supplies for all the breakout groups.

Our last girls retreat had 500 girls attend, with a 100-person waiting list. It is clear there is demand for these kids, and we are doing our best to deliver on that. Any help would truly make a difference and be very appreciated in our efforts to change these kids' lives. You would be playing an instrumental role in that!!

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 27 2014

THE BIANCA RAE FOUNDATION
C/O BIANCA GOUTOS
35751 GATEWAY DR STE K-1120
PALM DESERT, CA 92211

Employer Identification Number:
46-4309544
DLN:
17053023305004
Contact Person: ID# 31954
CUSTOMER SERVICE
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 23, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947



TESTIMONIALS:



Hi Bianca I attended the bianca rea of hope retreat today it was so much fun thank you so much. Me and my friends we're saying it was better than are trip to Legoland so thank you so much



8:30 PM

Hi bianca! its me lulu. I wanted to thank you and im so happy i got to be there today!! Im grateful and i hope i can come back one day!

I just picked my daughter up from the conference today. I haven't seen her smile so big in such a long time. Thank you for putting on such a great event!

I took a few pictures of you and my friends



Thank you so much for today. Lily and I had conversations about choosing your friends and that you have have choices in everything. I think that was inspired by today 🥰❤️

you made me feel important, heard. for the first time in a long time, thank you for that...i mean i got home and just cried because i don't have that in my life but today, i did. so thank you, so much

Stay In Touch!



info@biancaraefoundation.org

facebook.com/biancaraefoundation

@biancaraefoundation



SCAN ME!



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve a Community Based Grant to the Bianca Rae Foundation in the Amount of \$1,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to the Bianca Rae Foundation in the amount of \$1,000.00.

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 22-23 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The Bianca Rae Foundation is a 501(c)(3) nonprofit organization with the mission to give a voice to the voiceless. The foundation is divided into two verticals: a concentration on providing guidance and leadership to Southern California youth and a focus on providing resources for homeless animals. For this application, the foundation is requesting grant funding support to help fund the annual Rae of Hope Retreat where middle-school children convene for the day to learn about self-love, anti-bullying, social media safety, and more. This year, the foundation will be hosting two retreats: one for girls and one for boys.

ALTERNATIVES:

1. Award the Bianca Rae Foundation a Community Based Grant in the amount of \$1,000.00.
2. Do not award a Community Based Grant.

FISCAL IMPACT:

If the Council approves the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00.

ATTACHMENT:

Community-Based Grant Program Application



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: 09/12/2022

July 1, 2022 - June 30, 2023

2. Total Amount Requested: \$ 1000

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:

Operation School Bell®

4. Agency/Organization:

Assistance League Coachella Valle

5. Mailing Address:

P.O. Box 3056

City: Rancho Zip: 92270

6. Telephone: (760) 848-0084

Fax:

7. Official Contact Person:

Name: Jennifer Gifford

Title: Grants Chairperson

Telephone: (408) 656-8929

Fax:

E-mail: algrants@aol.com

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?
Yes No (Attach documentation)

9. How long has this organization been in existence?
49 years serving the Coachella 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.

For Operation School Bell, we received \$1,000 in each of the following fiscal years:2021-22, 2019-20, 2018-19, 2017-18, 2016-17 and 2015-16.

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?

July 1, 2022 to June 30, 2023

13. Describe briefly how the requested funds will be used.
Please see attached program description

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

Yes, we apply for grants from: local municipal and governmental agencies, private, and public foundations. We solicit individual donations and operate membership fundraising throughout the year.

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?

Funding is sought on an annual basis, depending on the number of students identified as in need.

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

Please see attached program description

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

We serve all eligible elementary school students in the Coachella Unified School District. The latest information provides that the district's minority enrollment is 100% and 65.2% of students are economically disadvantaged. The students to be served are predominately

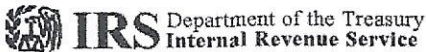
18. Attach a proposed budget for requested funds.

Authorized Official: Jennifer Gifford

Title: Grants Chairperson

Signature: *Jennifer Gifford*

Date: _____



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752 Item 19.

Feb. 04, 2022 LTR 4168C 0

**-*2226 000000 00

00014646

BODC: TE

ASSISTANCE LEAGUE COACHELLA VALLEY
PO BOX 3056
RANCHO MIRAGE CA 92270-1092



016903

Employer ID number: **-*2226
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Jan. 26, 2022, about your tax-exempt status.

We issued you a determination letter in March 1974, 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 Friday. Alaska and Hawaii follow Pacific

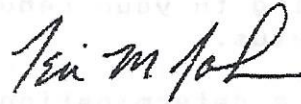
Feb. 04, 2022 LTR 4168C 0
-*2226 000000 00
00014647

ASSISTANCE LEAGUE COACHELLA VALLEY
PO BOX 3056
RANCHO MIRAGE CA 92270-1092

time).

Thank you for your cooperation.

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3



**Assistance League Coachella Valley
Operation School Bell® Clothing and Hygiene Approved Budget
2022-2023 Fiscal Year**

Clothing (shirts, shoes, socks, underwear)	\$200,000
Hygiene Supplies (brush, comb, toothbrush, toothpaste, dental floss, shampoo, soap, deodorant)	20,000
Office Supplies	200
TOTAL	\$220,200

Posted Transaction Details

x

* Date: 07/29/2022

Check #:

* Description:

External Deposit INLAND EMPIRE CO - Grants
Grant ID23280 6595648

* Amount: \$10,000.00

Category:

Select Category

Memo:

Transaction Date: 7/29/2022 6:09:45 AM PT

Posted Date: 07/29/2022

Effective Date: 07/29/2022



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve a Community Based Grant to the Assistance League Coachella Valley in the Amount of \$1,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to the Assistance League Coachella Valley in the amount of \$1,000.00.

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 22-23 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The Assistance League Coachella Valley is a 501(c)(3) nonprofit organization with the mission of volunteers transforming the lives of children through community programs. The Assistance League Coachella Valley (formerly the Assistance League of Palm Springs), accomplishes its mission through Operation School Bell, its largest philanthropic program that provides new school clothing and hygiene kits to needy children. Grant funding support will help Operation School Bell serve low-income, at-risk elementary school-age children in Coachella.

ALTERNATIVES:

1. Award the Assistance League Coachella Valley a Community Based Grant in the amount of \$1,000.00.
2. Do not award a Community Based Grant.

FISCAL IMPACT:

If the Council approves the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00.

ATTACHMENT:

Community-Based Grant Program Application



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: 06/20/2022

July 1, 2022 - June 30, 2023

2. Total Amount Requested: \$ \$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 Zip: 92234

6. Telephone: (760) 329-6471

Fax: (760) 329-9024

7. Official Contact Person:

Name: Mary Meze

Title: CFO

Telephone: (760) 329-6471

Fax: (760) 329-9024

E-mail: mmeze@angelview.org

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

Yes No (Attach documentation) Please see attached letter from IRS

9. How long has this organization been in existence?

We have provided services to local children/adults with disabilities continuously since 1955.

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.

Angel View Outreach, \$1,000, 2020-21

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?

July 1, 2022 - June 30, 2023

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

To help Coachella families who are struggling to raise children with disabilities improve their access to primary and specialty pediatric care. Pls see attached letter.

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

Yes, the FY 2022-23 budget is \$587,793. Funders include Anderson Children's Foundation, Bighorn Cares, Desert Healthcare District, Newman's Own, local cities and others.

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 Outreach Program is one of our core services. Each year, 100% of the budget is raised through philanthropy. We pursue all available funds - grants, donations, fundraisers.

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 2022-23, we will assist 500+ local kids with disabilities and their families. Half are East Valley residents; approximately 10% of them are Coachella residents.

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

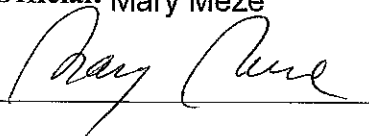
We serve children age 21 and younger with disabilities and their families, mostly low or very low income Hispanic families.

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

Authorized Official: Mary Meze

Title: CFO


Signature:



Date: 6.20.22

**Angel View Inc
Children's Outreach Program
Budget FY 2022-23**

Financial Row	Amount
Ordinary Income/Expense	
Income	
4317 - Grant Income	\$102,000.00
Total - Income	\$102,000.00
Gross Profit	
	\$102,000.00
Expense	
6159 - Administrator	\$260,917.20
6200 - FICA Expense	\$19,427.64
6201 - SUI Expense	\$1,747.56
6202 - Vacation Holiday Sick	\$11,908.20
6203 - Group Health	\$36,898.80
6204 - Workers Compensation	\$24,981.00
6304 - Computer	\$25.08
6406 - Minor Equipment Expense	\$692.52
6408 - Personnel Recruitment Cost	\$455.16
6415 - Supplies	\$465.72
6422 - Client Community Activity	\$500.04
6435 - Printing	\$89.28
6448 - Mllege	\$23,285.76
6461 - Special Needs Equipment	\$23,000.04
6462 - Special Needs Miles Reimbursement	\$146,935.80
6463 - Special Needs Supplies	\$8,499.96
6505 - Telephone	\$1,350.48
6603 - Insurance	\$3,633.96
6604 - Data Processing	\$952.56
6701 - Home office allocation	\$21,913.32
6900 - Miscellaneous Expense	\$113.28
Total - Expense	\$587,793.36
Net Ordinary Income	(\$485,793.36)
Net Income	(\$485,793.36)

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 47-421 Stop 54A
Doraville GA 30362

In reply refer to: 0939351369
Feb. 03, 2021 LTR 4168C 0
95-1861861 000000 00
Input Op: 0752751369 00031229
BODC: TE

ANGEL VIEW INC
67625 E PALM CANYON DR STE A7
CATHEDRAL CITY CA 92234-5462



035940

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

Dear Taxpayer:

We're responding to your request dated Jan. 25, 2021, 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) (03).

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 Fri
Alaska and Hawaii follow Pacific

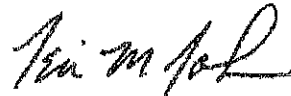
0939351369
Feb. 03, 2021 LTR 4168C 0
95-1861861 000000 00
Input Op: 0752751369 00031230

ANGEL VIEW INC
67625 E PALM CANYON DR STE A7
CATHEDRAL CITY CA 92234-5462

time).

Thank you for your cooperation.

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3



STAFF REPORT
10/12/2022

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 22-23 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.

ATTACHMENT:

Community Based Grant Application



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve a Community Based Grant to the Coachella Youth Sports Association Soccer League in the Amount of \$1,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to the Coachella Youth Sports Association Soccer League in the amount of \$1,000.00.

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 22-23 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The Coachella Youth Sports Association Soccer League is a 501(c)(3) nonprofit organization that was established in 2009 and is dedicated to fostering sports competition amongst youth. CYSA Soccer League is requesting grant funding support to purchase new soccer goal posts for field number two, which is located at the open green space owned by Armtec Defense on Avenue 53.

ALTERNATIVES:

1. Award the Coachella Youth Sports Association Soccer League a Community Based Grant in the amount of \$1,000.00.
2. Do not award a Community Based Grant to the Coachella Youth Sports Association Soccer League.

FISCAL IMPACT:

If the Council approves the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00.

ATTACHMENT:

Community-Based Grant Program Application



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:** 08/05/2022

July 1, 2022 - June 30, 2023

2. **Total Amount Requested:** \$ 1,000.00

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:**

Goal poles for soccer field #2 at ave 53

4. **Agency/Organization:**

Coachella youth Sport Association

5. **Mailing Address:**

PoBox 1323

City: Coachella Zip: 92236

6. **Telephone:** (760) 574-8709

Fax:

7. **Official Contact Person:**

Name: Alma Aceves

Title: President

Telephone: (760) 574-8709

Fax:

E-mail: aztecasdealma@hotmail.com

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

Yes No (Attach documentation)

9. How long has this organization been in existence?

13 years since 2009

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.

soccer team 2018

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?

As soon as possible

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

to buy new goal poles for field #2 at ave 53

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

no

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?

Donations

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

For all youth soccer to have safer soccer fields

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

Youth kids all genders everyone that plays on this fields

18. Attach a proposed budget for requested funds.

Authorized Official:

Title:

Signature:

Alana Rosa Power

Date:

9-1-2022

OGDEN UT 84201-0038

In reply refer to: 0438900001
Nov. 28, 2018 LTR 2645C K0
27-0368265 201712 67
Input Op: 0409905816 00001909
BODC: WI

COACHELLA YOUTH SPORTS ASSOCIATION
SOCCER LEAGUE
PO BOX 1323
COACHELLA CA 92236-4023



008916

Taxpayer identification number: 27-0368265
Tax periods: Dec. 31, 2017

Form: 990

Dear Taxpayer:

We received one of the following items from you or your authorized third party on Oct. 29, 2018.

- Correspondence
- Telephone inquiry
- Payment
- Form
- Response to our inquiry or notice
- Penalty abatement request
- Installment agreement
- Other

We're working on your account. However, we need an additional 60 days to send you a complete response on what action we are taking on your account. We don't need any further information from you right now.

If you have questions, you can call us toll free at 1-877-829-5500.

If you prefer, you can write to the address at the top of the first page of this letter.

You can get any of the forms or publications mentioned in this letter by calling 800-TAX-FORM (800-829-3676) or visiting our website at www.irs.gov/formspubs.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0438900001

Nov. 28, 2018 LTR 2645C K0

27-0368265 201712 67

Input Op: 0409905816 00001910

COACHELLA YOUTH SPORTS ASSOCIATION
SOCCER LEAGUE
PO BOX 1323
COACHELLA CA 92236-4023

Sincerely yours,



Sharon Davies
Program Manager, AM OPS 1

You received a new invoice (#000082)

Valencia sports <messenger@messaging.squareup.com>

Thu 9/1/2022 3:07 PM

To: aztecasdealma@hotmail.com <aztecasdealma@hotmail.com>



Valencia sports

New Invoice

\$1,000.00

Due on September 1, 2022

[Pay Invoice](#)

Goal Post

Invoice #000082

September 1, 2022

Customer

Alma Aceves

Coachella youth Sport Association

aztecasdealma@hotmail.com

760-574-8709

82217 Miles Ave

Indio , CA 92201

[Download Invoice PDF](#)

Invoice summary

Goal post

\$1,000.00



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Authorize a Community Based Grant to Culturas Music and Arts in the Amount of \$1,000 to Support its Art Center

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to Culturas Music and Arts in the amount of \$1,000.00 to help offset the expense of general liability insurance for one year.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, 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 22-23 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

Culturas Music and Arts is a nonprofit organization based in the city of Coachella dedicated to art, culture and music. Culturas Music and Arts is requesting grant funding support to help offset the expense of general liability insurance for one year at its Art Center, located at 510 Vine Avenue, Coachella, CA 92236.

ALTERNATIVES:

1. Authorize a Community Based Grant to Culturas Music and Arts in the Amount of \$1,000 to Support Its Art Center
2. Not Authorize a Community Based Grant to Culturas Music and Arts

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00.

ATTACHMENT:

1. Copy of Application



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: 05/31/2022

July 1, 2021 - June 30, 2022

2. Total Amount Requested: \$ 1000.00

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:

Funds requested will cover General Liability insurance for one year for Art Center

4. Agency/Organization:

Culturas Music & Arts

5. Mailing Address:

85092 Damascus Ave

City: Coachella Zip: 92236

6. Telephone: (760) 984-2365

Fax:

7. Official Contact Person:

Name: Oralia Ortiz

Title: Director

Telephone:

Fax:

E-mail: Yayaortiz101@gmail.com

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?
Yes No (Attach documentation)

9. How long has this organization been in existence?
Culturas has been in existence for 12 years

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.

2021 funds to cover Synergy Music & Arts Festival \$15,000.00

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?
The funds will be utilized to purchased general liabilty insurance asap so construction for art center can continue and a blower to keep maintance at the center

13. Describe briefly how the requested funds will be used.
General liabilty insurance for Art Center .

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.
No Additional funding is required

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?
Culturas is currently applying for funding to cover future costs.

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.
The funds will cover the cost of liabilty insurance so we can assure that construction continues for the center. The purchase of a blower will help up keep the center. The center will benefit all Coachella residents

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)
Once the center is completed it will serve & benefit all residents of Coachella, regardless of race, ethnicity, gender and income levels,

18. Attach a proposed budget for requested funds.

Authorized Official: Oralia Ortiz Title: Director

Signature: Oralia Ortiz Date: 05/31/2022

City of Coachella Community Grant
Budget for Culturamas Music & Arts

General Liability for one year	\$600.00
Cordless Yard Blower	\$400.00
Total	\$1000.00

City of Coachella Community Grant
Budget for Culturamas Music & Arts

General Liability for one year	\$600.00
Cordless Yard Blower	\$400.00
Total	\$1000.00



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

CULTURAS MUSIC & ARTS
C/O KEILA CUPIL
85092 DAMASCUS AVE
COACHELLA, CA 92236

Date:
03/20/2022
Employer ID number:
85-3845819
Person to contact:
Name: Gary McCorkle
ID number: 32231
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 26, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053587008411

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award construction agreement to WGJ Enterprises Inc. (dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122.

STAFF RECOMMENDATION:

Award construction agreement to WGJ Enterprises Inc. (dba PCI) for the FY 2023-26 On-Call Striping Contract Project No. 083122.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (“RFP”) for on-call striping services for fiscal years 2023-2026. This RFP closed on October 4, 2022 at 2pm. The City received one responsive and responsible proposal from WGH Enterprises Inc., the total base bid amount was \$144,294. The base bid comprised of a total of over thirty striping and street marking options for a one-mile distance. Based on unit pricing provided staff will prioritize striping work needed on major arterials for fiscal year 2022/2023.

Staff has reviewed the response received from WGH Enterprises Inc. (dba PCI) and is recommending award of a construction agreement for a one-year term, with the option to extend for up to three additional one-year terms for on-call striping services. The contract term being November 1, 2022-October 31, 2026. The recommended award amount is a not to exceed amount of \$120,000, based on available budget.

FISCAL IMPACT:

The recommended action will not have a fiscal impact.

Attachments:

Proposed Agreement

CONTRACTOR AGREEMENT

This Contract for Construction (“Contract”), is made and entered into this 12th day of October, 2022, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53462 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the “City” and WGJ Enterprises Inc., dba PCI, sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in 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:

**FY 2023-26 On-Call Striping Contract
CITY PROJECT NO. 083122**

Contractor is an independent contractor and not an agent of the City. 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. TERM.

The term of this Agreement shall commence on the 1st day of November 2022, and shall terminate on the 31st day of October 2023, unless terminated earlier as set forth herein.

This Agreement may be mutually extended for up to three additional one-year terms, through fiscal year 2025/2026, upon satisfactory performance of all aspects of this Agreement. The City may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

Contractor and City agree that time is of the essence regarding the performance of this Agreement. All work called for under this Agreement will require the Contractor submit and City approve a Project Schedule for completion of work requested.

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 not to exceed sum of **One Hundred Twenty Thousand Dollars (\$120,000.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Proposal Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time (per approved Project Schedule). Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every Working Day of delay beyond the time prescribed in the Contract Documents. 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 Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Proposers
- ProposalForms
- ProposalAcknowledgement
- ProposalSchedule
- ProposalGuarantee
- Designation of Subcontractors
- Information Required of Proposers
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications

Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

The Contractor 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. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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 Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense 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 may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

WGJ ENTERPRISES INC., DBA PCI

By: _____
Dr. Gabriel D. Martin
City Manager

By: _____
Its: _____

Printed
Name: _____

ATTEST:

By: _____
Andrea Carranza, City Clerk

By: _____
Its: _____

Printed
Name: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Contractor's License Number and
Classification

DIR Registration Number



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel D. Martin, City Manager
Celina Jimenez, Grants Manager

SUBJECT: Sponsorship of Raices Cultura for 2022 Dia de los Muertos Celebration in the Amount of \$15,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider approving a sponsorship request for Raices Cultura in the amount of \$15,000 to be the Presenting Sponsor of their Dia de los Muertos celebration on November 5, 2022.

EXECUTIVE SUMMARY:

Since 2004, the Dia de los Muertos celebration event by Raices Cultura has grown year after year and the 2019 event brought more than 4,000 attendees together to celebrate art, culture, and community health with the main event partner's Run with Los Muertos 5k Race. Funding from Raices Cultura sponsors supported unique art displays from large-scale Calaveras painted by local artists, to the traditional 'ofrendas' built by intergenerational family members, artists, and community organizations; the community art gallery featured over a dozen visual artists, a special commission of two over-sized 'titeres' - La Catrina y El Viejito - by expert puppet-makers for the procession, the doubling of its thematic community-based art workshops, an interactive art installation photo op area, and a new curated Mercadito de Arte vendor area.

FISCAL IMPACT:

Should the City Council approve the request as submitted, an appropriation of \$15,000 from Undesignated General Fund Reserves will be required to allow for sponsorship award in the requested amount of \$15,000. If approved the appropriation will be made to the event from the General Fund.

ATTACHMENT:

Sponsorship Request



Dear Dr. Gabriel Martin, City Manager, City of Coachella:

Raices Cultura would like to request your consideration to be the Presenting Sponsor for our Dia de Los Muertos Celebration in Coachella on November 5, 2022. Your support will not only continue to ensure the success of this long-standing tradition and demonstrate the power of art & culture to empower community, it will signify that the City of Coachella is a visionary investor in engaging opportunities for residents of the Eastern Coachella Valley.

Who We Are: Raices Cultura is committed to the empowerment of youth and adult residents through artistic self-expression and cultural inclusivity. We promote the preservation of cultural traditions and the development of personal voice, creativity, and civic engagement through the arts - all in service of transformative justice.

Event Sponsorship: This event attracts a diverse audience from the Coachella Valley and beyond where all are welcome. Raices Cultura's efforts are in honor of the ancient indigenous traditions of Mesoamerican peoples combined with Mexican and Spanish cultural influences that celebrates the lives of loved ones who are no longer within the living world.

Since 2005, we have proudly staged our event in the City of Coachella and it has grown year after year with thousands of attendees gathering together to celebrate art, culture, & community. Event sponsorships support everything from unique art displays such as our oversized calaveras painted by local artists, to the traditional ofrendas built by intergenerational family members, artists, and community organizations, as well as a community art gallery featuring dozens of visual artists, numerous thematic art workshops that educate attendees about cultural traditions, special projects by expert puppet-makers and visual artists, interactive photo-op areas, a curated Mercadito de Arte vendor area, and more!

We respectfully request your support for our annual Dia de Los Muertos celebration. Your sponsorship will foster sustainability for our organization & the important work we do, greater support for artists, and expand the art offerings at our annual event. It is a wonderful opportunity to proudly display your commitment to strengthening community and increasing access to art & culture in the Coachella Valley.

In Community,

A handwritten signature in black ink, appearing to read "Marnie L. Navarro".

Marnie L. Navarro
Raices Cultura Executive Director



2022 Sponsorship Levels

Presenting Sponsor: Chicomecoatl (Nourishment) - \$15,000 (1 available)

- Presenting Sponsor of Raices Cultura's 2022 Dia de Los Muertos (DDL M) Event on November 5
- Sponsor of Special Project Art Installation for event with a Presenting Sponsor placard
- Custom nicho sculpture to keep from 2021 Somos Sagrados Exhibition at Sunnylands*
- Special art project by Raices Artist Team for a future event of sponsor's choice**
- Extra large logo on banner displayed at event in prominent location and in event program
- Logo displayed as Presenting Sponsor on 2022 printed material and on organization website in perpetuity
- Formal acknowledgement by Master of Ceremonies during opening remarks

Visionary Sponsor: Coatlicue (Supreme Goddess) - \$10,000 (1 available)

- 8' x 6' Giant Calavera custom painted by Raices artist team for display at event with Sponsor placard
- Sponsor of Activity Zone thematic art workshops at the event with sponsor logo on display
- Sponsor of New Augmented Reality Art Activation for 2022 event in Coachella
- Custom nicho sculpture to keep from 2021 Somos Sagrados Exhibition at Sunnylands*
- Large logo on banner displayed at event in prominent location and in event program
- Logo displayed as Partner Sponsor on 2022 printed material and on organization website in perpetuity
- Formal acknowledgement by Master of Ceremonies during opening remarks

Program Sponsor: Quetzalcoatl (Creator of Earth) - \$5,000 (4 available)

- A 4'x4' Large Calavera painted by local artists for display with sponsor name placard*
- Sponsor 1 year of the following programs: Tierra de Raices, Nepantleras, Media Production, or Open Mic
- Medium logo on banner displayed at event in prominent location and medium logo in event program
- Logo listed as Gold Sponsor on 2022 printed material and on website in perpetuity
- Formal acknowledgement by Master of Ceremonies during opening remarks
- Invitation to private Artist Dinner (TBD)

Collaborator Sponsor: Tezcatlipoca (Earth Co-Creator) - \$1,000 (10 available)

- Special sponsor art pack with (1) limited edition art print and (1) 2022 DDL M t-shirt***
- Small logo on banner displayed at event in prominent location and in event program
- Logo displayed as 2022 Silver Sponsor on Raices website in perpetuity
- Invitation to private Artist Dinner (TBD)

Ally Sponsor: Tlaloc (Rain & Water)- \$500 (10 available)

- Small logo on banner displayed at event in prominent location and in event program
- Logo displayed as 2022 Bronze Sponsor on Raices website in perpetuity
- Invitation to private Artist Dinner (TBD)

*Option to keep the nicho/calavera or donate it back to Raices Cultura for auction or reuse.

**Special project not to exceed \$2000.00 budget

***Indicate mailing address and size for t-shirt (S, M, L, XL, XXL)

Please contact a representative of Raices Cultura at (760) 861-3188 if interested in a sponsorship. Make checks payable to *Raices Cultura* and mail to P.O. Box 714, Coachella, CA 92236. Sponsorships must be confirmed by October 15, 2022 to be included in promotional materials. Raices Cultura is a tax-exempt organization exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code EIN# 26-4790803.



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, City Manager

SUBJECT: Resolution No. 2022-91 in Support of Rebuilding, Renovations, and Upgrades to Coachella Valley High School

DISCUSSION/ANALYSIS:

The City Council has continuously expressed support for the Coachella Valley Unified School District and its efforts to equip every student with the knowledge, skills, character, and well-being to thrive. Another way for the District to support students, families, faculty, and the community is to rebuild, renovate, and update Coachella Valley High School (CVHS).

While much has been done to develop the school since 1910, most CVHS facilities are over 70 years old and many buildings and classrooms now require rebuilding and renovation. These essential updates can ensure that CVHS has modern information technology infrastructure, learning technology and science labs, security enhancements, and modern classrooms and infrastructure that will attract and retain the best teachers and staff.

The purpose of the proposed Resolution is to recognize the District's service and to request that the District conduct a thorough planning process to identify the rebuilding/renovations/upgrades needed for CVHS and determine how to responsibly finance this construction with input from parents, teachers, staff, students, faculty and members of the community in order to enhance academic achievement, achieve safety and accessibility standards, and address CVHS-specific priorities.

Attachment: Resolution No. 2022-91

RESOLUTION NO. 2022-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA IN SUPPORT OF REBUILDING, RENOVATIONS, AND UPGRADES TO COACHELLA VALLEY HIGH SCHOOL

WHEREAS, Coachella Valley High School (“CVHS”) is a public high school in the Coachella Valley Unified School District (“District”) located at 83-800 Airport Boulevard in Thermal, California;

WHEREAS, CVHS is a historical gem established in 1910. By 1939, the student body had outgrown the space and an auditorium and administration buildings were constructed with bond financing and grant funding. New classrooms, a music and arts building, a swimming pool, basketball courts, parking area, lunch area, gymnasium, and mini-gym were added in the 1950s. In the 1990s, a new football stadium, cafeteria, and new shade structure were built. In the late 1990s and early 2000s a new state of the art library and new all-weather track were built. In 2014 a new state of the art pool replaced the old pool was added to help support aquatics in the community;

WHEREAS, the above-mentioned improvements have significantly enhanced the school, but most CVHS facilities are over 70 years old and many existing buildings and classrooms have not been updated and now require rebuilding and renovation;

WHEREAS, the City of Coachella (“City”) commends the District on their efforts to equip every student with the knowledge, skills, character, and well-being to thrive and encourages the District to rebuild and upgrade CVHS in order to improve the quality of education that the students deserve and attract and retain qualified teachers and staff;

WHEREAS, all City residents benefit from living in a community with good local schools and whether or not residents have school-age children, protecting the quality of our schools will keep our neighborhoods desirable places to live, attract businesses, and increase property values. Public schools offer amenities to the entire community such as athletic and cultural events, educational programs for residents, auditorium space for public meetings and other community group gatherings, and shelter for residents during public emergencies;

WHEREAS, the City requests that the District undertake essential repairs and updates on classrooms and facilities; ensuring CVHS has updated information technology infrastructure, learning technology and science labs, as well as safe, secure campuses to protect students and staff and modern classrooms that will attract and retain the best teachers and staff;

WHEREAS, the City requests that the District upgrade CVHS’s infrastructure and provide renovations to academic facilities ensuring a healthful learning environment for students and faculty.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby request that the District conduct a thorough planning process to identify the rebuilding/renovations/upgrades needed to CVHS and determine how to responsibly finance this construction with input from parents, teachers, staff, students, faculty and members of the community in order to enhance academic achievement, achieve safety and accessibility standards, and address CVHS-specific priorities.

PASSED, APPROVED and ADOPTED this 12th day of October 2022.

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. 2022-91 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of October 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Resolution No. 2022-92 in Support of Action by the Desert Community College District to Establish a Branch in the Eastern Coachella Valley

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2022-92 in supporting action by the Desert Community College District to establish a College of the Desert branch in the Eastern Coachella Valley.

BACKGROUND:

In 1958, the voters in the Coachella Valley approved the formation of the Desert Community College District (“District”) to create a local two-year college (College of the Desert) that currently serves over 400,000 residents, 9 local cities and 3 local K-12 school districts. In March 2004, the voters in the District voted overwhelmingly approved the Measure B General Obligation Bond, to authorize the sale of bonds, in the amount of \$346.5 million, that would enable the District to renovate its 40-year old campus and expand for future growth.

The District has already funded and completed various projects, such as renovations to the nursing building, the business building, and dining hall; along with new construction projects like Alumni Centre, Baker Foundation Nursing Complex, Burn Tower Training Facility, Central Plant, Public Safety Academy, Cravens Student Services Center, Indio East Valley Campus, and the Math Science Technology Center building.

DISCUSSION/ANALYSIS:

The District currently has (Exhibit A) 10,998 students enrolled with 8,213 students being Hispanic/Latino, which is 75% of its student population; furthermore, 3,902 students enrolled at College of the Desert (Exhibit B) are from the City of Coachella, which makes up 35% of its student population. The College of the Desert is federally recognized as a Hispanic Serving Institution (HIS).

The success of the East Valley’s economic and social future is enhanced by the educational attainment of its residents, especially post-secondary attainment. Student participation in quality

post-secondary education is dependent on equitable access to transportation, affordable student housing and equitable instruction. Historically, students living in the eastern most portion of the Coachella Valley have had limited access to consistent and comprehensive post-secondary academic and vocational instruction, leading to associate in arts or science degrees.

Currently, there are classes being offered at the Coachella Public Library; however, those courses are limited and do not offer complete program or degree pathways. The College of the Desert is currently conducting tenant improvements in a commercially leased unit in the new Pueblo Viejo Villas, which is an affordable housing project located at 1279 6th Street in Coachella. The 1,355 sq. ft. space will serve as a new Student Services for the residents of Coachella and is estimated to cost \$667,000. On August 25, 2021, the City of Coachella leased the Old Library building, located at 1538 7th Street in Coachella, to the College of the Desert as a temporary Student Service Center until the tenant improvement project at the Pueblo Viejo Villas is complete. The City did not charge them a monthly lease rate; instead, it agreed to allow the District to provide \$80,000 in tenant improvement to the Old Library Building.

The City Council would like to request that the District conduct a thorough planning process with sufficient community outreach for a feasibility study to identify potential sites to establish a branch in the eastern part of the Coachella Valley. Furthermore, request that the District direct and authorize the President of the District to work with the City Manager to continue to communicate and strategize on possible rebuilding, renovation upgrades, and programs needs within the Eastern Coachella Valley.

ALTERNATIVES:

1. To not approve resolution and provide new direction to Staff

FISCAL IMPACT:

No Fiscal Impact.

ATTACHMENTS:

- Resolution No. 2022-92
- Exhibit “A”
- Exhibit “B”

RESOLUTION NO. 2022-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA IN SUPPORT OF ACTION BY THE COLLEGE OF THE DESERT TO ESTABLISH A BRANCH IN THE EASTERN COACHELLA VALLEY

WHEREAS, the California Community College system is the most extensive post-secondary system of education in the world, enrolling approximately 2.1 million students each year in 116 community colleges; and

WHEREAS, the primary mission of the California Community Colleges is to offer academic and vocational instruction, colleges may grant associate in arts degrees, associate in science degrees, and select baccalaureate degrees; and

WHEREAS, California Community Colleges also perform essential functions in the State's interest by providing workforce training and improvement services, remedial instruction, English as Second Language courses, adult noncredit education, and community service courses; and

WHEREAS, the State has met its historic policy of access to higher education by providing consistent State bond capital outlay resources; and

WHEREAS, in 1958, the voters in the Coachella Valley approved the formation of the Desert Community College District ("District") to create a local two-year college (College of the Desert) that currently serves over 400,000 residents, 9 local cities and 3 local K-12 school districts; and

WHEREAS, in March 2004, the voters in the District voted overwhelmingly approved the Measure B General Obligation Bond, to authorize the sale of bonds, in the amount of \$346.5 million, that would enable the District to renovate its 40-year old campus and expand for future growth; and

WHEREAS, the District has already funded and completed various projects, such as renovations to the nursing building, the business building, and dining hall; along with new construction projects like Alumni Centre, Baker Foundation Nursing Complex, Burn Tower Training Facility, Central Plant, Public Safety Academy, Cravens Student Services Center, Indio East Valley Campus, and the Math Science Technology Center building; and

WHEREAS, the District currently has (Exhibit A) 10,998 students enrolled with 8,213 students being Hispanic/Latino which is 75% of its student population; and

WHEREAS, 3,902 students (Exhibit B) from the City of Coachella are currently enrolled in the District, which makes up 35% of its student population; and

WHEREAS, the success of the East Valley's economic and social future is enhanced by the educational attainment of its residents, especially post-secondary attainment; and

WHEREAS, student participation in quality post-secondary education is dependent on equitable access to transportation, affordable student housing and equitable instruction; and

WHEREAS, students living in the eastern most portion of the Coachella Valley have historically had limited access to consistent and comprehensive post-secondary academic and vocational instruction, leading to associate in arts or science degrees; and

WHEREAS, the classes offered at the Coachella Public Library and the Mecca Satellite Campus of the College of the Desert offers limited course offerings and program pathways.

WHEREAS, on August 25, 2021, the City of Coachella leased the Old Library building, located at 1538 7th Street, to the College of the Desert as a temporary Student Service Center until the tenant improvement project at the Pueblo Viejo Villas is complete. The City did not charge the District a monthly lease rate; instead, it agreed to allow the District to provide \$80,000 in tenant improvement to the Old Library Building; and

WHEREAS, the College of the Desert is currently conducting tenant improvements in a commercially leased unit in the new Pueblo Viejo Villas, which is an affordable housing project located at 1279 6th Street in Coachella. The 1,355 sq. ft. space will serve as a new Student Services for the residents of Coachella and is estimated to cost \$667,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby request the following:

1. The District conduct a thorough planning process with sufficient community outreach for a feasibility study to identify potential sites to establish a branch in the eastern part of the Coachella Valley.
2. The District directs and authorizes the President of the District to work with the City Manager to continue to communicate and strategize on possible rebuilding, renovation upgrades, and programs needs within the Eastern Coachella Valley.

PASSED, APPROVED and ADOPTED this 12th day of October 2022.

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. 2022-92 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 12th day of October 2022, by the following vote of Council:

AYES:

NOES:

ABSENT:

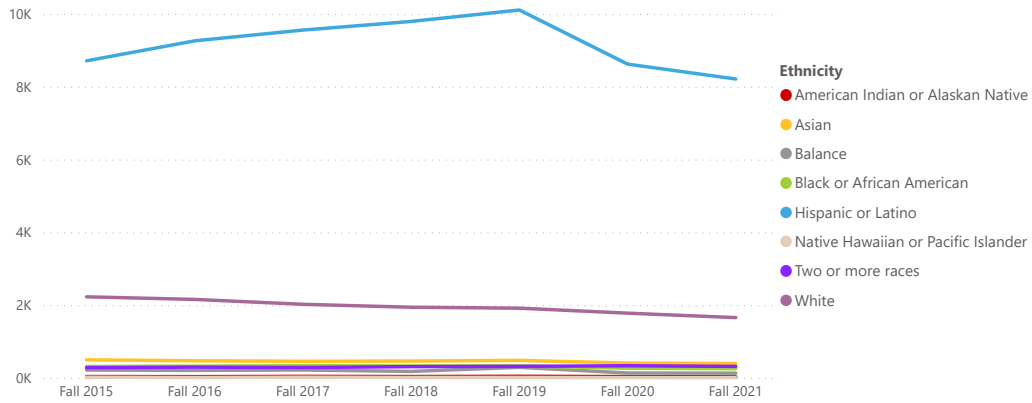
ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT "A"

Student Headcount Fall Semesters 2015 to 2021

Ethnicity Gender Age

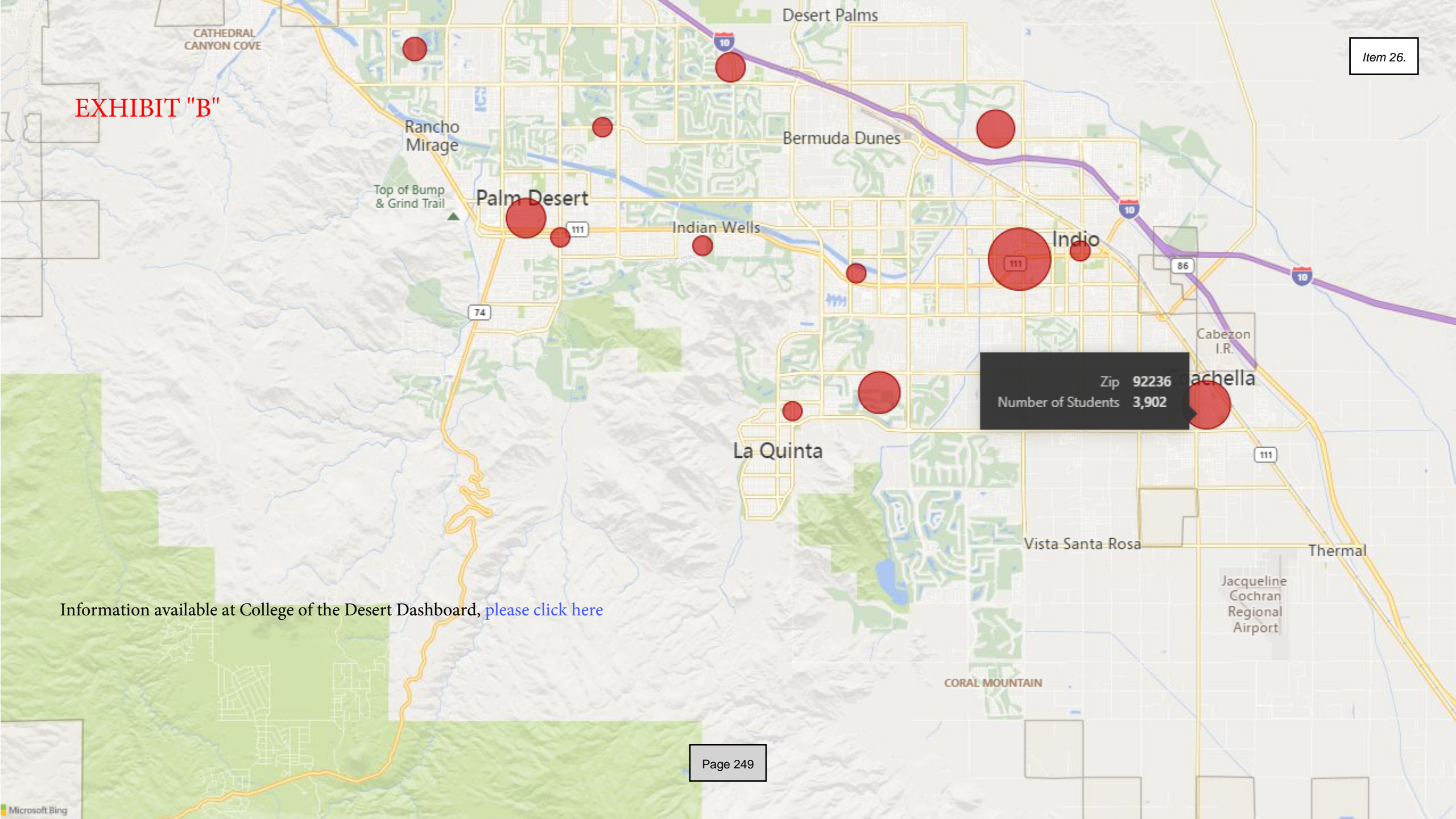


To compare individual groups, hold down the CTRL key and choose the groups you want to compare.

Term	American Indian or Alaskan Native	Asian	Balance	Black or African American	Hispanic or Latino	Native Hawaiian or Pacific Islander	Two or more races	White	Total
Fall 2015	37	496	215	315	8,713	19	280	2,228	12,303
Fall 2016	34	471	207	323	9,262	11	296	2,157	12,761
Fall 2017	42	457	217	335	9,558	19	285	2,022	12,935
Fall 2018	37	463	178	329	9,795	13	310	1,942	13,067
Fall 2019	44	481	290	330	10,109	13	317	1,916	13,500
Fall 2020	36	409	134	266	8,622	9	334	1,779	11,589
Fall 2021	28	395	130	252	8,213	7	316	1,657	10,998

Information available on College of the Desert web page, [please click here](#)

EXHIBIT "B"



Information available at College of the Desert Dashboard, [please click here](#)



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Provide staff direction for 2022 Hometown Heroes Honorees.

STAFF RECOMMENDATION:

Provide staff direction for 2022 Hometown Heroes Honorees.

BACKGROUND:

The “Hometown Heroes” monument was created to recognize people who have contributed to the community and culture of our community. Currently, our “Hometown Heroes” include the following:

- Cesar Chavez; Civil Rights and Labor Leader
- Leonila Torres; Community Leader
- Linda Garza; Government Employee
- Elvira Acosta Murillo; Community Leader
- Severio “Cosmo” Lira Jr.; Commitment to Youth
- Raquel G. Medina; Community Volunteer
- Rich Ramirez; Educator and Mentor
- Chauncey Veatch; Educator and Mentor
- Juan Torres; Entrepreneur and Business Leader
- Joe and Maria Celia Munoz; Exceptional Citizens
- Julio Diaz, Antonio Diaz and Joel Diaz; Boxing Family Champions
- Eugenia Ortiz; Community Leader and Activist
- Clementine Olloque, Maria Carmona-Marron, Maria Serrano, Maria Munoz; Community Leaders and Activists
- Organización en California de Lideres Campesinas; Leaders and Community Activists
- Caballero Family, Boxing Family Champions
- Chris Romero, Exceptional Citizen
- Mary Lou Torres, Exceptional Citizen and Advocate
- Merlyn Hamner, Historian
- Joe Vega; Postmaster and Exceptional Citizen
- Lee Espinoza; Coach and Mentor
- CYSAS La Laja; Youth Sports Leaders
- Vanessa Madera; Youth Sports Leader

- Joe Ceja; Educator and Mentor
- Deputy David Solis; Exceptional Valor
- Mayor Yolanda R. Coba; Community Leader
- Enedina Rapan; Community Activist
- Enedina Rapan, Jesus Mota, Maria Hernandez, Prospero Montes, Jesus Sanchez; Inspirational Community Mentors
- Gabriela Fundora; Youth Sports Leader
- Citlalli Ortiz; Youth Sports Leader
- Cesar Sanchez, Entrepreneur and Business Leader
- Father Guy Wilson; Religious and Spiritual Leader
- Dr. Juan De Lara; Educator and Mentor
- Juanita Godwin; Community Leader and Youth Mentor
- Raices Cultura; Community Leader and Activists
- Rosa Lucas – Community Advocate and Activist
- Mario Lazcano; Community Leader and Activist
- Captain Frank Morales, Lieutenant Cesar Garcia, Engineer Danny Castro, Lieutenant George Torres; Coachella Volunteer Firefighters
- Clara Herrera and Clara Nieblas, Community Advocate and Activist
- Rosalia Plata; Community Advocate and Activist
- Baltazar Aguirre; Exceptional Citizen and Activist

DISCUSSION/ANALYSIS:

Annually during the City’s Tree Lighting Ceremony the City has recognized individuals / organizations as Hometown Heroes; staff recommends selecting 2 -3 recognitions per year. Staff is requesting direction for 2022 Hometown Hero nominees.

FISCAL IMPACT:

None.



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Cástulo Estrada, Utilities Manager

SUBJECT: Construction Contract with Jacobsson Engineering Construction, Inc. in the amount of \$762,774.00 plus 15% contingency for the Castro Mobile Home Park Water Consolidation Project, City Project No. W-37.

STAFF RECOMMENDATION:

- Authorize City Manager to execute a construction contract with Jacobsson Engineering Construction, Inc. in an amount \$762,774.00 plus 20% contingency for the Castro Mobile Home Park Water Consolidation Project, City Project No. W-37.
- Authorize City Manager to execute contract with Atlas Technical Consultants LLC for reoccurring, as needed, construction materials and quality assurance testing for the Castro Mobile Home Park Water Consolidation Project, City Project W-37.

BACKGROUND:

Castro's Mobile Home Community, a mobile home park community (MHP) located in the Coachella Water Authority (CWA) service area, is currently receiving an emergency water supply from CWA through a fire hydrant and fire hose after its groundwater well collapsed. On January 18, 2021 the City was awarded a Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant in an amount of \$1,099,245 by the Department of Water Resources of the State of California for the Castro Mobile Home Park Water Consolidation Project.

The project consists of the installation of an 8-inch water main and the installation of approximately 45 water services, meter boxes, service reconnections, and approximately 830 feet of pipe within the MHP site. Fire hydrants will be installed and spaced to meet fire department requirements.

The primary benefit of this project is that CWA will provide Castro MHP with approximately 32 acre-ft per year (AFY) of safe, reliable potable drinking water to a DAC that can no longer rely on a deteriorated shallow groundwater well. The secondary benefit of this project is that CWA will provide the MHP with water that on average is lower in hexavalent chromium than the MHP's well. This connection to CWA will provide Castro MHP with approximately a 5 Micrograms per Liter ($\mu\text{g/L}$) reduction in hexavalent chromium in drinking water to below the drinking water standard.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On September 1, 2022, the City issued the Notice Inviting Bids with a non-mandatory job walk help on September 8, 2022. The project bid opening was held on September 22, 2022 at 2:00 p.m., with four companies submitting a bid for this project. The bid opening results are listed below:

Company Name:	City:	Bid Amount:
AID Builders	Los Alamitos	\$1,349,225.00
Desert Concepts	Indio	\$834,756.00
Jacobsson Engineering	Palm Desert	\$762,774.00
Tri-Star Contracting	Desert Hot Springs	\$991,507.23

This total project cost includes all base bid items as well as one add alternative item. Staff has reviewed the bid and determined that Jacobsson Engineering Construction is the lowest, responsive, responsible bidder. Total project costs, including add alternative and contingencies are within the grant funds.

FISCAL IMPACT:

No fiscal impact to general fund. Project has been included in the City's approved CIP FY 22/23 budget. Construction contract amount of \$762,774.00 and contingency in an amount of \$114,416.10 are within appropriated budget funded from Fund 178 (Water).

ATTACHMENTS:

1. Construction Contract – Jacobsson Engineering Construction, Inc.
2. W-37 Bid Tabulation
3. Professional Service Agreement – Atlas Technical Consultants LLC
4. Castro Trailer Park Citation and Compliance Order

CONTRACT FOR CONSTRUCTION

This Contract for Construction (“Contract”), is made and entered into this 12th day of October, 2022, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the “City” and Jacobsson Engineering Construction, Inc., a corporation, with its principal place of business at P.O. Box 14430, Palm Desert, CA 92255, sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in 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:

CASTRO’S MOBILE HOME PARK WATER CONSOLIDATION PROJECT CITY PROJECT NO. W-37

Contractor is an independent contractor and not an agent of the City. 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.

Time is of the essence in the performance of the Work. 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 **60 Working 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 **Seven Hundred Sixty-Two Thousand Seven Hundred Seventy-Four Dollars (\$762,774.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City’s actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the

Contractor will pay the City the sum of **\$1,500.00** for each and every Working 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, if the Bagdouma Court Improvements are not completed by the date set forth in the Invitation to Bid. 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 Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor 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. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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 Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense 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 may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

JACOBSSON ENGINEERING
CONSTRUCTION, INC.

By: _____
Gabriel Martin
City Manager

IF CORPORATION, TWO SIGNATURES,
PRESIDENT **OR** VICE PRESIDENT **AND**
SECRETARY **OR** TREASURER **REQUIRED**

ATTEST:

By: _____

Its: _____

By: _____
Andrea Carranza, City Clerk

Printed Name: _____

By: _____

APPROVED AS TO FORM:

Its: _____

Printed Name: _____

By: _____
Best Best & Krieger LLP
City Attorney

A&B #650389
Contractor's License Number and Classification

1000008233
DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

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
COUNTY OF _____

On _____, 2022, before me, _____, 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 capacity(ies), and that by his/her/their signature(s) 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 official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, California 92236, (hereinafter referred to as the "City") has awarded to Three Peaks Corp., (hereinafter referred to as the "Contractor") an agreement for **Castro's Mobile Home Park Water Consolidation Project, City Project No. W-37** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated October 12, 2022, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **Seven Hundred Sixty-Two Thousand Seven Hundred Seventy-Four Dollars (\$762,774.00)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

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
COUNTY OF _____

On _____, 2022, before me, _____, 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 capacity(ies), and that by his/her/their signature(s) 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 official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
 - Limited
 - General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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
COUNTY OF _____

On _____, 2022, before me, _____, 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 capacity(ies), and that by his/her/their signature(s) 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 official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on October 12, 2022, has awarded to Jacobsson Construction Engineering, Inc. hereinafter designated as the "Principal," a contract for the work described as follows: **Castro's Mobile Home Water Consolidation Project, City Project W-37** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated October 12, 2022 (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum **Seven Hundred Sixty-Two Thousand Seven Hundred Seventy-Four Dollars (\$762,774.00)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating

to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

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
COUNTY OF _____

On _____, 2022, before me, _____, 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 capacity(ies), and that by his/her/their signature(s) 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 official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

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COUNTY OF _____

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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 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signer is representing:
Name Of Person(s) Or Entity(ies)

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NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

CITY OF COACHELLA
W-37 Castro Mobile Home Park Water Consolidation Project
Project No. W-37

Bid Schedule				AID Builders		Desert Concepts		Jacobsson Eng		Tri-Star Contracting	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	\$80,000.00	\$80,000.00	\$40,000.00	\$40,000.00	\$19,489.00	\$19,489.00	\$55,586.00	\$55,586.00
2	Best Management Practices/Dust Control	1	LS	\$21,000.00	\$21,000.00	\$8,000.00	\$8,000.00	\$22,000.00	\$22,000.00	\$70,992.00	\$70,992.00
3	Traffic Control/Site Protection	1	LS	\$45,000.00	\$45,000.00	\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00	\$49,144.00	\$49,144.00
4	Furnish and Install 8" Class 200 C-900 Water Main with Restrained Joints per CWA Std. Dwg. W-5	832	LF	\$285.00	\$237,120.00	\$195.00	\$162,240.00	\$120.00	\$99,840.00	\$236.10	\$196,435.20
5	Furnish and Install 8" C-900 PVC Tee with Restrained Joints	2	EA	\$4,000.00	\$8,000.00	\$1,600.00	\$3,200.00	\$1,205.00	\$2,410.00	\$1,094.00	\$2,188.00
6	Furnish and Install 8" X 45° C-900 PVC Bend with Restrained Joints	4	EA	\$3,000.00	\$12,000.00	\$800.00	\$3,200.00	\$557.00	\$2,228.00	\$875.00	\$3,500.00
7	Furnish and Install 8" X 90° C-900 PVC Bend with Restrained Joints	1	EA	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$601.00	\$601.00	\$875.00	\$875.00
8	Furnish and Install 6" Fire Hydrant Assembly w/ Polyethylene Encasement Per CWA Std. Dwg. W-4	1	EA	\$31,500.00	\$31,500.00	\$18,000.00	\$18,000.00	\$19,970.00	\$19,970.00	\$18,185.00	\$18,185.00
9	Furnish and Install 1" Water Service, with H-20 Traffic Rated Box & Cover, and Install City-Furnished ¾" Allegro 4G Water Meter	45	EA	\$39.00	\$1,755.00	\$1,500.00	\$67,500.00	\$4,192.00	\$188,640.00	\$2,134.00	\$96,030.00
10	Contractor to Furnish and Install 2" Standard Water Service with H-20 Traffic Rated Box and Cover, and Install City-Furnished Allegro 1 ½" or 2" Meter	2	EA	\$4,500.00	\$9,000.00	\$1,800.00	\$3,600.00	\$6,700.00	\$13,400.00	\$4,527.00	\$9,054.00
11	Contractor to Pulverize Existing 3" to 4" Thick AC Pavement In Place	17,000	SF	\$3.25	\$55,250.00	\$3.50	\$59,500.00	\$0.67	\$11,390.00	\$1.00	\$17,000.00
12	Contractor Furnish & Install 4" AC Over Compacted Pulverized AC Base	17,000	SF	\$7.50	\$127,500.00	\$8.50	\$144,500.00	\$4.13	\$70,210.00	\$8.99	\$152,830.00
12A	Grade, Trim, and Export Excess Material as Required for New 4" AC to Match Existing Grades	200	CY	\$85.00	\$17,000.00	\$55.00	\$11,000.00	\$136.00	\$27,200.00	\$65.00	\$13,000.00
13	Furnish and Install 8" DI Resilient Seated Gate Valve.	6	EA	\$6,500.00	\$39,000.00	\$2,200.00	\$13,200.00	\$5,865.00	\$35,190.00	\$6,626.00	\$39,756.00
14	Furnish and Install 4" Guard Post Per CWA Std. Dwg. W-16	4	EA	\$1,000.00	\$4,000.00	\$900.00	\$3,600.00	\$1,335.00	\$5,340.00	\$1,594.00	\$6,376.00

CITY OF COACHELLA
W-37 Castro Mobile Home Park Water Consolidation Project
Project No. W-37

15	Furnish and Install 8" Test Plate and 2" Temporary Blow Off.	2	EA	\$3,500.00	\$7,000.00	\$7,000.00	\$14,000.00	\$4,435.00	\$8,870.00	\$5,946.00	\$11,892.00
16	Furnish and Install 1" Sch. 80 PVC Pipe	2,119	LF	\$100.00	\$211,900.00	\$38.00	\$80,522.00	\$57.00	\$120,783.00	\$46.37	\$98,258.03
17	Construct Water Pad Per Detail on Sheet 4	45	EA	\$750.00	\$33,750.00	\$1,800.00	\$81,000.00	\$249.00	\$11,205.00	\$571.00	\$25,695.00
18	Sawcut, Remove and Dispose of Existing Concrete, Pavement, Planter Materials, Etc., and Replace In Kind	1	LS	\$60,000.00	\$60,000.00	\$25,000.00	\$25,000.00	\$24,265.00	\$24,265.00	\$59,769.00	\$59,769.00
19	Contractor to Locate and Connect to Existing 2" Pipe w/ Appropriate Fittings	2	EA	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00	\$642.00	\$1,284.00	\$3,073.00	\$6,146.00
20	Furnish and Install 2" Schedule 80 PVC Pipe with Appropriate Fittings	22	LF	\$100.00	\$2,200.00	\$42.00	\$924.00	\$165.00	\$3,630.00	\$267.00	\$5,874.00
21	Contractor to Locate Connection to Existing Mobile Home & Connect to Unit with Fittings as per Details on Sheet 4	45	EA	\$2,250.00	\$101,250.00	\$1,200.00	\$54,000.00	\$360.00	\$16,200.00	\$195.00	\$8,775.00
22	Contractor to Plug and Abandon Existing Service Line	2	EA	\$500.00	\$1,000.00	\$1,800.00	\$3,600.00	\$1,156.00	\$2,312.00	\$266.00	\$532.00
23	Contractor to Locate/Remove Piping, and Plug Existing Corp. Stop	2	EA	\$500.00	\$1,000.00	\$1,800.00	\$3,600.00	\$1,156.00	\$2,312.00	\$2,021.00	\$4,042.00
24	Contractor to Remove Existing Meter Box and Meter and Deliver to City Yard	1	EA	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$615.00	\$615.00	\$1,329.00	\$1,329.00
25	Construct Asphalt Speed Hump to Match Existing	6	EA	\$1,000.00	\$6,000.00	\$2,500.00	\$15,000.00	\$2,065.00	\$12,390.00	\$5,048.00	\$30,288.00
BASE BID TOTAL					\$1,119,725.00		\$828,636.00		\$745,774.00		\$983,551.23
ADDITIVE ALTERNATE A											
AA-1	Remove Existing Water Meters and Furnish & Install Water Meter Idler Assembly (Salvage Meter to City Yard)	34	EA	\$6,750.00	\$229,500.00	\$180.00	\$6,120.00	\$500.00	\$17,000.00	\$234.00	\$7,956.00
ADDITIVE ALTERNATE A TOTAL					\$229,500.00		\$6,120.00		\$17,000.00		\$7,956.00
GRAND TOTAL BASE BID PLUS ADDITIVE ALTERNATE A					\$1,349,225.00		\$834,756.00		\$762,774.00		\$991,507.23

 Indicates Staff correction of the math.

 Indicates Apparent Low Bidder

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of October, 2022 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 53990 Enterprise Way, Coachella, California 92236 (“City”) and **Atlas Technical Consultants LLC** a partnership 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 professional 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 Castro's Mobile Home Park Water Consolidation Project, City Project W-37 (“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 engineering 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 for a period of 12 calendar months from date of the notice to proceed 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: **Mrs. Mehrnoush Yavary, P.E., - Atlas Technical Consultants LLC - Director of Engineering**

3.2.5 City's Representative. The City hereby designates, **Castulo Estrada. – Utilities 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 **Mehrnoush Yavary, P.E. - Director of Engineering**, 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.

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*: **\$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 **Fifty-Thousand Dollars (\$50,000)** 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:

Atlas Technical Consultants LLC
6280 Riverdale Street
San Diego, CA 92120
Attn: Mehrnoush Yavary, P.E., Director of Engineering

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Castulo Estrada, Utilites Manager

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

ATLAS TECHNICAL CONSULTANTS LLC

By: _____
Gabriel Martin
City Manager

By: _____
Mehrnoush Yavary
Director of Engineering

APPROVED AS TO FORM:

Carlos Campos
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

SCHEDULE OF FEES

California Prevailing Wage Effective February 1, 2021

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environment, Envelope Services)

Director/Principal Professional	\$190
Senior Professional	165
Project Professional	145
Staff Professional	120
Drafter Level II.....	95
Drafter Level I.....	85

Project Management

Senior Project Manager	\$160
Project Manager.....	135
Administrative Assistant.....	67

Field Services (Geotechnical, Special Inspection)

Field Supervisor	\$118
LA Certified Grading Inspector	123
Off Site Inspector	91
Laboratory Technician.....	74
Group 1 (Field Soils, Material Tester)	108
Group 2 (Special Inspection).....	113
Group 3 (NDT Testing).....	117
Coring	166

Field Services (SUE Level B Utility Evaluations and Rebar Locating)

Line Tracer, Ground Penetrating Radar, Electromagnetics, Magnetics	
Full Day	\$1,950
Hourly Rate (A Mob/Demob charge of \$250 applies to projects billed on hourly rates).....	215
Letter Report.....	300
Map (per day of field work)	350

Field Services (Geophysical Data Acquisition)

UST, Landfill, Oil Well, Void, Pile Integrity Testing	
Full Day	\$2,400
Hourly Rate (A Mob/Demob charge of \$335 applies to projects billed on hourly rates).....	270

Field Services (Advanced Geophysical Studies)

Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC	
Full Day	\$3,000
Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates).....	325

Field Services (Seismic ReMi)

One Line	\$1,500
Each Additional Line.....	300
For Pavement/Requires Drilling.....	300

Field Services (Vibration Monitoring)

Mobilization	\$1,000
Equipment (Daily)	200
Daily Analysis & Reporting (Daily)	75
Final Report Preparation	750
Manned Vibration Monitoring.....	Quote

Field Services (Building Envelope)

Field Tech Level II.....	\$125
Field Tech Level I.....	115
Electronic Leak Detection (hourly, 4 hour minimum).....	250
Fenestration Testing (ASTM E1105/E783) – Hourly Rate (2 technicians)	400
Fenestration Testing (AAMA 501.2) – Hourly Rate (2 technicians).....	225
Drainage Efficiency of Exterior Insulation and Finish Systems (EIFS) Clad Wall Assemblies (ASTM E2273)	1,500

Travel and Miscellaneous

Pick Up	\$55/hour
Travel Time	Hourly Rate (or \$125/hour beyond 1 hour from San Diego for Geophysical Crews)
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%
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote
Specialty Equipment Surcharge	Quote

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	\$418
California Impact (Cal 216)	206
Clay Lumps in Aggregate (ASTM C142)	150
Cleanness Value (Cal 227)	200
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity).....	187
Crushed Particles (Cal 205, ASTM D693).....	150
Direct Shear (ASTM D3080)	260
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
Fineness Modulus (ASTM C136).....	24
Flat & Elongated Pieces (ASTM D4791).....	175
Light Weight Pieces (ASTM C123).....	175
Liquid Limit (Cal 204, ASTM D4318).....	75
Los Angeles Abrasion - 1 ½ inch and smaller (Cal 211, ASTM C131).....	224
Maximum Density Check Point (ASTM D698/D1557).....	88
Maximum Density/Optimum Moisture – 4 inch (ASTM D698, D1557).....	200
Maximum Density/Optimum Moisture – 6 inch (ASTM D698, D1557).....	220
Minimum Density (ASTM D1556).....	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density Chunk Sample (ASTM D2937)	45
Natural Moisture/Density Ring or Core Sample (ASTM D2937).....	40
Organic Impurities (Cal 213, ASTM C40).....	90
Organic Matter (ASTM D2974).....	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample (ASTM D2434)	200
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51).....	126
Plasticity Index (Cal 204, ASTM 4318).....	127
Potential Reactivity (ASTM C289).....	220
Residual Shear (ASTM D6467).....	442
Rock Correction (ASTM D4718).....	26
R-Value (Cal 301, ASTM D2844).....	276
Sandcastle Test (USACE).....	195
Sand Equivalent (Cal 217, ASTM D2419).....	88
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	110
Sieve Analysis with Hydrometer (Cal 203, ASTM D422).....	200
Soil Cement Compression Strength (Cal 312, ASTM D1633).....	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632).....	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles (Cal 214, ASTM C88)	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128).....	115
Triaxial Shear Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Shear Unconsolidated - Undrained (ASTM D2850).....	Quote
Triaxial Staged Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Staged Unconsolidated - Undrained (ASTM D2850).....	Quote
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29).....	80

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	\$68
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	84
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	350
Hamburg Wheel Plant Produced HMA (AASHTO T324/Caltrans Section 39)	900
Hveem Maximum Bulk Specific Gravity (Cal 308)	300
Hveem & Stabilometer Value (Cal 366)	\$400
Ignition Oven Correction Factor (AASHTO T308)	250
Ignition Oven Degradation Factor (AASHTO T308)	250
Marshall Density Stability & Flow (ASTM D6927)	400
Marshall Density (ASTM D6926)	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	180
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)	90
Stability and Flow (ASTM D1559)	350
Stabilometer Value (Cal 366)	350
RAP Testing Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39)	Quote
RAP Testing Not Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39)	Quote
Tensile Strength Ratio Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	185

Concrete

2X2 Cube Compression	\$27
Chloride Ion Testing (ASTM C1218)	220
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 Fabrication (ASTM C192)	298
Unit Weight Hardened Concrete (ASTM C642)	55
Unit Weight Lightweight Concrete (ASTM C567)	69

Masonry

Absorption Block (ASTM C140)	\$115
Compression Adobe	155
Compression Block Standard (ASTM C140)	150
Compression Brick (ASTM C67)	115
Efflorescence Block	175
Efflorescence Brick (ASTM C67)	175
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	95
Masonry Prism Compression (ASTM E447)	150
Mortar Bond Strength Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	100
Relative Mortar Strength (Cal 515)	850
Shrinkage Masonry Block (ASTM C426)	250
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	550

Metal

Bolt Assembly Hardness Test	\$74
Bolt Assembly Tensile & Proof Load Test	125
Modulus of Elasticity (Steel).....	146
Post-Tension Tendon Tensile Testing.....	185
Tensile Strength & Bend Test Structural Steel (ASTM A370)	180
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615).....	Quote
Tensile Strength Mechanical Splices #9 and Smaller (Cal 670).....	Quote
Tensile Strength Mechanical Splices #10 to #14 (Cal 670).....	Quote
Tensile Strength Mechanical Splices #18 (Cal 670)	Quote

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer Tensile (ASTM D3039)	520
Material Preparation	70
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/kit
Miscellaneous Charges	Various
Default Expense	Various

TERMS AND CONDITIONS

Prevailing wage rates will increase consistent with general prevailing wage determinations made by the California Department of Industrial Relations.

All field services will be charged portal to portal with the following minimum charges:

1. The client will be invoiced only for the hours actually worked in 4- and 8-hour increments.
2. A 2-hour show-up charge will be applied to any service canceled the same day of service.
3. Work in excess of 8 hours up to 12 hours in a single day will be charged in 1-hour increments at 1.5 times the standard rate.
4. Work in excess of 12 hours in a single day will be charged in 1-hour increments at 2 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 a.m. to 5:00 p.m.) will be charged a premium on a case-by-case basis. Work performed for Geophysical Studies outside of a standard work week will be charged an additional 30%.

Fees for specialty geophysical services such as seismic reflection, crosshole, gravity, pile integrity testing, vibration monitoring, magnetotellurics, UXO, MEC, etc. will be based on a per project basis. Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will be billed at a General Geophysical rate.

Other Direct Charges: Our company reserves the right to charge for services outside of the contract in the form of reimbursables, including but not limited to, the following: diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental and administrative time.

Mileage will be charged at the standard federal rate per mile for distances over 50 miles from the location of dispatch. Per Diem charges will be applied to projects outside a 50-mile radius of our office.

Subcontracted services will be charged at cost plus 20 percent.

Invoices 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 computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent, will be 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 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.



SCHEDULE OF FEES

California Prevailing Wage
Effective July 1, 2019

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional.....	\$180
Senior Professional.....	160
Project Professional.....	140
Staff Professional.....	115
Drafter.....	87

Field Services (Geotechnical, Inspection)

Field Supervisor.....	\$115
LA Certified Grading Inspector.....	120
Off Site Inspector.....	65
Laboratory Technician.....	72
Group 1 (Geotechnical, Concrete Sampling).....	106
Group 2 (Special Inspection).....	110
Group 3 (NDT Testing).....	114
Coring.....	162

Field Services (Utility/Rebar Locating)

Hourly Rate (A Mob/Demob charge of \$300 applies to projects billed on hourly rates).....	\$215
Full Day.....	1,950
Letter Report.....	300
Map (per day of field work).....	350

Field Services (Geophysical Studies: UST, Landfill, Well, Void, UXO, Groundwater)

Ground Penetrating Radar, Electromagnetics, Magnetics

Full Day.....	\$2,350
Hourly Rate (A Mob/Demob charge of \$325 applies to projects billed on hourly rates.).....	265

Seismic (Refraction, MASW, Downhole/Crosshole), Resistivity (Sting, Standard, Wenner 4-Pin)

Full Day.....	\$3,000
Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates.).....	325

Seismic ReMi

One Line.....	\$1,500
Each Additional Line.....	300
For Pavement/Requires Drilling.....	300

Project Management

Senior Project Manager.....	\$158
Project Manager.....	130
Administrative Assistant.....	67

Travel and Miscellaneous

Pick Up.....	\$55/hr
Travel Time.....	Hourly Rate (or \$125/hr beyond 2 hours from San Diego for Geophysical Crews)
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%
Specialty Equipment Surcharge.....	Quote

SCHEDULE OF FEES CONTINUED

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854).....	\$418
California Impact (Cal 216).....	206
Chloride Ion Testing (Cal 422).....	150
Clay Lumps in Aggregate (ASTM C142).....	150
Cleanness Value (Cal 227).....	200
Consolidation (ASTM D2435).....	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity).....	187
Crushed Particles (Cal 205, ASTM D693).....	150
Direct Shear (ASTM D3080).....	260
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
Fineness Modulus (ASTM C136).....	24
Flat & Elongated Pieces (ASTM D4791).....	175
Light Weight Pieces (ASTM C123).....	175
Liquid Limit (Cal 204, ASTM D4318).....	75
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 D698, D1557).....	200
Maximum Density/Optimum Moisture – 6" (ASTM D698, D1557).....	220
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 (ASTM D2434).....	200
Permeability Remold Sample (ASTM D5084).....	Quote
Permeability Undisturbed Sample (ASTM D5084).....	Quote
Petrographic Analysis (Cal 215, ASTM C295).....	Quote
pH & Resistivity (Cal 643, ASTM G51).....	126
Plasticity Index (Cal 204, ASTM 4318).....	127
Potential Reactivity (ASTM C289).....	220
Residual Shear (ASTM D6467).....	442
Rock Correction (ASTM D4718).....	26
R-Value (Cal 301, ASTM D2844).....	276
Sand Castle Test (USACE).....	195
Sand Equivalent (Cal 217, ASTM D2419).....	88
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202).....	110
Sieve Analysis with Hydrometer (Cal 203, ASTM D422).....	200
Soil Cement Compression Strength (Cal 312, ASTM D1633).....	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632).....	100
Soluble Chlorides (Cal 422).....	62
Soluble Sulfate (Cal 417).....	62
Soundness 5 Cycles (Cal 214, ASTM C88).....	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127).....	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128).....	115
Triaxial Shear Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Shear Unconsolidated - Undrained (ASTM D2850).....	Quote
Triaxial Staged Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Staged Unconsolidated - Undrained (ASTM D2850).....	Quote
Unconfined Compression (ASTM D2166).....	162
Unit Weight Aggregate (Cal 212, ASTM C29).....	80

SCHEDULE OF FEES CONTINUED**Asphalt Concrete**

Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	\$58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	74
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	350
Hamburg Wheel - Plant Produced HMA (AASHTO T324/Cal-Trans Section 39)	900
Hveem - Maximum Bulk Specific Gravity (Cal 308)	300
Hveem & Stabilometer Value (Cal 366)	400
Ignition Oven Correction Factor (AASHTO T308)	250
Ignition Oven Degradation Factor (AASHTO T308)	250
Marshall Density, Stability & Flow (ASTM D6927)	400
Marshall Density (ASTM D6926)	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	180
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)	90
Stability and Flow (ASTM D1559)	350
Stabilometer Value (Cal 366)	350
RAP Testing - Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	Quote
RAP Testing - Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	Quote
Tensile Strength Ratio - Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	185

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 Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

Masonry

Absorption Block (ASTM C140)	\$115
Compression Adobe	155
Compression Block, Standard (ASTM C140)	150
Compression, Brick (ASTM C67)	115
Efflorescence Block	175
Efflorescence, Brick (ASTM C67)	175
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	95
Masonry Prism Compression (ASTM E447)	150
Mortar Bond Strength - Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	53

SCHEDULE OF FEES CONTINUED

Masonry - Continued

Relative Mortar Strength (Cal 515)	\$850
Shrinkage - Masonry Block (ASTM C426)	250
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	470

Metal

Bolt Assembly - Hardness Test	\$74
Bolt Assembly - Tensile & Proof Load Test	125
Modulus of Elasticity (Steel)	146
Post-Tension Tendon Tensile Testing	185
Tensile Strength & Bend Test, Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615)	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670)	Quote
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670)	Quote
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength and Bend Test, Structural Steel (ASTM A370)	180

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039)	520
Material Preparation	70/hr
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/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 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.
- The client will be invoiced only for the hours actually worked in 4 and 8 hour increments.
- 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: Our company 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: diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental and administrative time.

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 54.4 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.

Prevailing wage rates will increase consistent with general prevailing wage determinations made by the California Department of Industrial Relations.

EXHIBIT "B"

SCHEDULE OF SERVICES

October 12, 2022 through October 12, 2023.

EXHIBIT "C"

COMPENSATION

Not to Exceed \$50,000.00.



County of Riverside
DEPARTMENT OF ENVIRONMENTAL HEALTH

Item 28.

P.O. BOX 7909 • RIVERSIDE, CA 92513-7909

STEVE VAN STOCKUM, DIRECTOR

CITATION AND COMPLIANCE ORDER

NO. 05_63_17R_001

WATER SYSTEM NO. 3301803
Castro Trailer Park
53450 Tyler St.
Coachella, CA 92236

TO: Castro Trailer Park
Attn: Gabriela Alvarado
53450 Tyler St.
Coachella, CA 92236

March 1, 2017

FINDINGS OF FACT

OVERVIEW

Castro Trailer Park (or “Respondent”) is a Community Water System serving a mobile home park with 44 service connections. The source for this system is Well #1 (3301803-001). Well #1 is 600 feet deep with a 3 hp submersible pump. Well #1 pumps to a 1500 gallon pressure tank then out into the distribution system.

On February 7, 2017, during investigating a hole in the well casing, it was discovered that the well casing was severely deteriorated below the surface of the ground. After witnessing the deterioration on February 7, 2017, this Department discussed a temporary connection to Coachella Water Authority (“CWA”) with the certified water operator. On behalf of Castro Trailer Park, the certified water operator contacted CWA and proceeded to connect to CWA through a temporary high line as an interim measure. The temporary high line was completed on February 8, 2017.

ORDER

Pursuant to the California Safe Drinking Water Act, Health & Safety Code Sections 116650 and 116655, the Riverside County Department of Environmental Health (the “Department”) hereby orders Castro Trailer Park to do the following:

1. Secure a reliable source of water that meets drinking water standards.

Castro Trailer Park
 Attn: Gabriela Alvarado
 March 1, 2017

- A. Permanently consolidate with Coachella Water Authority (“CWA”) for water delivery service.
2. Apply to the State Water Resources Control Board Division of Drinking Water for financial aid to permanently consolidate with the City of Coachella. The Financial Assistance Application Submittal Tool (“FAAST”) is the first step in requesting funding for projects to correct public water system problems through programs administered by DDW. Funding projects can include consolidation plans.

To learn more about FAAST, please follow this link:

http://www.waterboards.ca.gov/drinking_water/services/funding/SRF.shtml

3. Until permanent consolidation with CWA is completed:
 - A. Continue to sample the distribution system monthly for bacteria.
 - B. The water system will continue to be regulated by the Department.
 - C. Continue with the certified water operator requirement, the Consumer Confidence requirement and the Electronic Annual Report requirement.
4. Well #1 must be properly destroyed under permit with this Department. Financial aid from the State may include financial assistance to destroy the well.
5. Submit a Corrective Action Plan to this Department that identifies how Castro Trailer Park will correct the water source problem.

Submit the Corrective Action Plan with Castro Trailer Park’s decision on the method of compliance and reasonable work schedule to this Department, in writing, no later than April 15, 2017. Respondent shall indicate the estimated amount of time necessary to provide a reliable source of water. The Department will take under consideration Respondent’s submitted work schedule and estimated time of completion and will either accept or modify the Respondent’s proposed date, and will notify the Respondent of its decision, in writing.

PARTIES BOUND

This Citation & Compliance Order (“Order”) shall apply to and be binding upon the Respondent, its officers, directors, agents, employees, successors and assignees.

Castro Trailer Park
Attn: Gabriela Alvarado
March 1, 2017

SEVERABILITY

The requirements of this Order are severable, and Respondent shall comply with each and every provision thereof notwithstanding the effectiveness of any provisions.

PENALTIES FOR NONCOMPLIANCE

Failure to comply with all the terms of this Order may subject Respondent to civil penalties and/or any costs incurred by the Department as a result of such failure, as provided by Health & Safety Code section 116595 and other applicable provisions of law.

OTHER PROVISIONS

The Department reserves the right to make such modifications to this Order as it may deem necessary to protect public health and safety. Such modifications may be issued as an amendment to this Order and shall be effective upon issuance.

All submittals required by this Order shall be addressed to:

County of Riverside
Department of Environmental Health
Attention: Mark Abbott
47-950 Arabia Street Ste. A
Indio, CA 92201
(760) 863-7570

If Respondent is unable to perform the tasks specified in this Order for any reason beyond the Respondent's control, and if Respondent notifies the Department in advance of the due date, the Department *may* extend the time for performance if Respondent demonstrates good cause, which includes good faith efforts to comply with the schedules and other requirements of this Order. The decision to extend the date(s) of compliance shall be based upon good cause shown and within the sole discretion of the Department.


If Respondent fails to perform any of the tasks specified in this Order by the time described herein or by the time as subsequently extended pursuant to the paragraph above, Respondent shall have failed to comply with the obligations of this Order and may be subject to additional action, including but not limited to civil penalties specified in Health & Safety Code sections 116650 and 116725.

Castro Trailer Park
Attn: Gabriela Alvarado
March 1, 2017

The County of Riverside shall not be held liable for any injuries or damages to persons or property resulting from acts or omissions by the Respondent, its employees, agents, or contractors in carrying out activities pursuant to this Order, nor shall the County of Riverside be held as a party to any contract entered into by the Respondent or its agents in carrying out activities pursuant to this Order.

By issuance of this Order, the Department of Environmental Health does not waive any further enforcement actions.

3-1-17
Date


Mark Abbott
Supervising Environmental Health Specialist

CERTIFIED MAIL: 7007 3020 0001 6550 4921



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., City Engineer

SUBJECT: Award Construction Contract with Jacobsson Engineering Construction, Inc. in the amount of \$1,498,267.98 plus 20% contingency, and approve Amendment #1 to the professional engineering services contract with KOA in an amount not to exceed \$75,000, and Award a professional service contract for materials testing to Atlas Technical Consultants in an amount not to exceed \$25,000, for the 2022 Pedestrian and Road Safety Improvements, City Project No. ST-134.

STAFF RECOMMENDATION:

- Authorize City Manager to execute a construction contract with Jacobsson Engineering Construction, Inc. in an amount \$1,498,267.98 plus 20% contingency for the 2022 Pedestrian and Road Safety Improvements, City Project No. ST-134.
- Authorize City Manager to execute contract Amendment #1 with KOA Corporation for reoccurring, as needed, professional engineering services for the 2022 Pedestrian and Road Safety Improvements Project, City Project ST-134.
- Authorize City Manager to execute a contract with Atlas Technical Consultants LLC for reoccurring, as needed, construction materials and quality assurance testing for the 2022 Pedestrian and Road Safety Improvements Project, City Project ST-134.

BACKGROUND:

On May 26, 2021 the City of Coachella approved Resolution 2021-32, adopting a list of road rehabilitation projects to be funded by SB1 (Gas Tax). This resolution included approximately \$1.7 million in combined funding for street rehabilitation projects ST-105 and ST-113, and ST-134 for the 2022 Pedestrian and Road Safety Improvement Project. The ST-134 Pedestrian and Road Safety Project was presented to City Council on March 9th and included proposed street rehabilitation and pedestrian safety projects proposed under all three projects, under one combined scope. Combining scopes from multiple projects provides efficiency in project management, design and delivery.

City Staff has included thirteen locations throughout the City that need pedestrian and road safety improvements. These improvements include median refuges and enhanced crosswalks with rapid rectangular flashing beacons (RRFB), center separation medians, ADA ramps, safety striping and speed humps. The thirteen locations will include 18 enhanced street crossings, 3 street crossings

with push button rapid flashing pedestrian beacons, 10 new ADA ramps, nearly 1 mile of median curbs, over two miles of road restriping, 62,000 SF of slurry seal and three new speed humps.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On September 1, 2022, the City issued the Notice Inviting Bids with a non-mandatory job walk held on September 8, 2022. The project bid opening was held on September 22, 2022 at 10:00 a.m., with one company submitting a bid for this project. The bid opening results are listed below:

Company Name:	City:	Bid Amount:
Jacobsson Engineering Construction	Palm Desert	\$1,498,267.98

Staff has reviewed the bid and determined that Jacobsson Engineering Construction is the lowest, responsive, responsible bidder. The total project cost, including design engineering, construction engineering, materials testing, construction and a 20% contingency is as follows:

Project Item:	Project Cost:
Civil Design and Construction Engineering (KOA)	\$75,000
ATLAS Engineering Materials Testing	\$25,000
Construction	\$1,498,267.98
Construction Contingency (20%)	\$299,653.60
TOTAL PROJECT COST:	\$1,897,921.58

FISCAL IMPACT:

The project contains elements from ST-105, ST-113 and ST-134, which have been combined into one project, and have all been included in the City's approved CIP FY 22/23 budget and listed on Resolution 2022-29 to be funded with SB1 Funds (Fund 109). The total project costs of \$1,897,921.58, which includes design engineering, construction engineering, materials testing, construction and a 20% contingency will be funded with SB1 Funds (Fund 109) and Street DIF funds (Fund 127). In addition to the funds currently appropriated in ST-134 (\$477,101), Funds will be re-appropriated from projects, ST-105 (\$464,961.62) and ST-113 (\$350,000) and ST-131 (\$277,000). Total SB-1 funds to be appropriated to the project will total \$1,569,062.62. Street DIF funds (Fund 127) will be appropriated to cover the remaining project balance (\$328,858.96). With this action, Council will be approving applicable transfers from Funds 109 and 127 to Fund 182 (CIP).

ATTACHMENTS:

1. Construction Contract – Jacobsson Engineering Construction, Inc.
2. ST-134 Bid Tabulation
3. Amendment #1 – KOA Corporation
4. Professional Service Agreement – Atlas Technical Consultants LLC

CONTRACT FOR CONSTRUCTION

This Contract for Construction (“Contract”), is made and entered into this 12th day of October, 2022, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the “City” and Jacobsson Engineering Construction, Inc., a corporation, with its principal place of business at P.O. Box 14430, Palm Desert, CA 92255, sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in 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:

PEDESTRIAN SAFETY AND ROADWAY IMPROVEMENTS CITY PROJECT NO. ST-134

Contractor is an independent contractor and not an agent of the City. 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.

Time is of the essence in the performance of the Work. 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 **60 Working 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 Million Four Hundred Ninety-Eight Thousand Two Hundred Sixty-Seven Dollars and Ninety-Eight Cents (\$1,498,267.98)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City’s actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,500.00** for each and every Working 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, if the Bagdouma Court Improvements are not completed by the date set forth in the Invitation to Bid. 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 Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor 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. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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 Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense 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 may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

JACOBSSON ENGINEERING
CONSTRUCTION, INC.

By: _____
Gabriel Martin
City Manager

IF CORPORATION, TWO SIGNATURES,
PRESIDENT **OR** VICE PRESIDENT **AND**
SECRETARY **OR** TREASURER **REQUIRED**

ATTEST:

By: _____

Its: _____

By: _____
Andrea Carranza, City Clerk

Printed
Name: _____

APPROVED AS TO FORM:

By: _____

Its: _____

By: _____
Best Best & Krieger LLP
City Attorney

Printed
Name: _____

A&B #650389
Contractor's License Number and
Classification

1000008233
DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

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
COUNTY OF _____

On _____, 2022, before me, _____, 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 capacity(ies), and that by his/her/their signature(s) 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 official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, California 92236, (hereinafter referred to as the "City") has awarded to Three Peaks Corp., (hereinafter referred to as the "Contractor") an agreement for **Pedestrian & Roadway Safety Improvements, City Project No. ST-134**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated October 12, 2022, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of **One Million Four Hundred Ninety-Eight Thousand Two Hundred Sixty-Seven Dollars and Ninety-Eight Cents, (\$1,498,267.98)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

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
COUNTY OF _____

On _____, 2022, before me, _____, 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 capacity(ies), and that by his/her/their signature(s) 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 official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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Signature of Notary Public

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- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on October 12, 2022, has awarded to Jacobsson Construction Engineering, Inc. hereinafter designated as the "Principal," a contract for the work described as follows: **Pedestrian & Roadway Safety Improvements, City Project No. ST-134** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated October 12, 2022 (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum **One Million Four Hundred Ninety-Eight Thousand Two Hundred Sixty-Seven Dollars and Ninety-Eight Cents, (\$1,498,267.98)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating

to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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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 official seal.

Signature of Notary Public

OPTIONAL

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- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

Bid Schedule				Engineer's Estimate		Jacobsson Engineering Construction	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	\$65,000.00	\$65,000.00	\$99,000.00	\$99,000.00
2	Dust Control/Stormwater Best Management Practices (BMP's)	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
3	Remove, Modify, and Restore Existing Landscape & Irrigation In Kind	1	LS	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00
4	Traffic Control & Site Protection	1	LS	\$1,500.00	\$1,500.00	\$10,200.00	\$10,200.00
5	Remove Striping, Markings, & Markers per Plan (S)	1	LS	\$700.00	\$700.00	\$793.00	\$793.00
6	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS	\$4,000.00	\$4,000.00	\$6,283.00	\$6,283.00
7	(F&I) Signage per Plan (S)	1	LS	\$3,000.00	\$3,000.00	\$1,220.00	\$1,220.00
8	(F&I) Pedestrian Barricade & Signage	2	EA	\$800.00	\$1,600.00	\$1,281.00	\$2,562.00
9	Sawcut and Remove Existing Asphalt Pavement	419	SF	\$6.00	\$2,514.00	\$10.00	\$4,190.00
10	Remove Existing Curb/Curb & Gutter	32	LF	\$5.00	\$160.00	\$42.00	\$1,344.00
11	Remove Existing PCC Sidewalk, Driveway, Ramp, or Other Concrete	215	SF	\$3.00	\$645.00	\$11.00	\$2,365.00
12	Construct 8" Type D Curb (Over 6" CL2 AB) per COC Std. S-10	73	LF	\$54.00	\$3,942.00	\$71.00	\$5,183.00
13	Clean CL2 CAB Fill Material for Island (F)	12	CY	\$65.00	\$780.00	\$145.00	\$1,740.00
14	4" Thick Quarry Red Stamped PCC	302	SF	\$16.00	\$4,832.00	\$20.00	\$6,040.00
15	Curb Installation Asphalt Repair	90	LF	\$0.80	\$72.00	\$80.00	\$7,200.00
16	Construct Curb Ramp Case A per Detail 6 Sheet 5	1	EA	\$3,500.00	\$3,500.00	\$5,800.00	\$5,800.00
17	(F&I) Detectable Warning Surface	36	SF	\$25.00	\$900.00	\$45.00	\$1,620.00
18	Construct 6" Type A Curb & Gutter (Over 6" CL2 AB) per COC Std. S-7	17	LF	\$52.00	\$884.00	\$117.00	\$1,989.00
19	Traffic Control & Site Protection	1	LS	\$2,000.00	\$2,000.00	\$10,200.00	\$10,200.00
20	Remove Striping, Markings, & Markers per Plan (S)	1	LS	\$700.00	\$700.00	\$1,159.00	\$1,159.00
21	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS	\$3,800.00	\$3,800.00	\$4,367.00	\$4,367.00

22	(F&I) or Relocate Signage per Plan (S)	1	LS	\$2,000.00	\$2,000.00	\$213.00	\$213.00
23	(F&I) Flashing Sign/Beacon per Plan	1	EA	\$7,000.00	\$7,000.00	\$10,126.00	\$10,126.00
24	Sawcut and Remove Existing Asphalt Pavement	787	SF	\$6.00	\$4,722.00	\$8.50	\$6,689.50
25	Remove Existing Curb/Curb & Gutter	60	LF	\$5.00	\$300.00	\$39.00	\$2,340.00
26	Remove Existing PCC Sidewalk, Driveway, Ramp, or Other Concrete	233	SF	\$3.00	\$699.00	\$12.00	\$2,796.00
27	Construct 8" Type D Curb (Over 6" CL2 AB) per COC Std. S-10	115	LF	\$54.00	\$6,210.00	\$70.00	\$8,050.00
28	Clean CL2 CAB Fill Material for Island (F)	18	CY	\$65.00	\$1,170.00	\$145.00	\$2,610.00
29	4" Thick Quarry Red Stamped PCC	440	SF	\$16.00	\$7,040.00	\$20.00	\$8,800.00
30	(F&I) Detectable Warning Surface	190	SF	\$25.00	\$4,750.00	\$47.00	\$8,930.00
31	4" Thick PCC Refuge Island Landing	88	SF	\$8.00	\$704.00	\$23.00	\$2,024.00
32	Curb Installation Asphalt Repair	145	LF	\$0.80	\$116.00	\$80.00	\$11,600.00
33	Construct Case C Curb Ramp per Det. 6 Plan Sheet 6	1	EA	\$3,500.00	\$3,500.00	\$3,059.00	\$3,059.00
34	Construct Case CM Curb Ramp per Det. 7 Plan Sheet 6	1	EA	\$5,000.00	\$5,000.00	\$10,198.00	\$10,198.00
35	Traffic Control & Site Protection	1	LS	\$4,000.00	\$4,000.00	\$10,203.00	\$10,203.00
36	Remove Striping, Markings, & Markers per Plan (S)	1	LS	\$1,500.00	\$1,500.00	\$4,453.00	\$4,453.00
37	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS	\$4,000.00	\$4,000.00	\$6,679.00	\$6,679.00
38	(F&I) or Remove Signage per Plan (S)	1	LS	\$2,800.00	\$2,800.00	\$793.00	\$793.00
39	(F&I) Flashing Sign/Beacon per Plan	1	EA	\$7,000.00	\$7,000.00	\$10,126.00	\$10,126.00
40	Relocate Flashing Sign/Beacon and Signage	1	EA	\$0.00	\$0.00	\$10,797.00	\$10,797.00
41	Sawcut and Remove Existing Asphalt Pavement	1,641	SF	\$6.00	\$9,846.00	\$10.00	\$16,410.00
42	Remove Existing Curb/Curb & Gutter	50	LF	\$5.00	\$250.00	\$40.00	\$2,000.00
43	Remove Existing PCC Sidewalk, Driveway, Ramp, or Other Concrete	228	SF	\$3.00	\$684.00	\$12.00	\$2,736.00
44	Construct 8" Type D Curb (Over 6" CL2 AB) per COC Std. S-10	54	LF	\$54.00	\$2,916.00	\$72.00	\$3,888.00
45	Clean CL2 CAB Fill Material for Island (F)	13	CY	\$65.00	\$845.00	\$145.00	\$1,885.00
46	4" Thick Quarry Red Stamped PCC	312	SF	\$16.00	\$4,992.00	\$20.00	\$6,240.00

47	(F&I) Detectable Warning Surface	97	SF		\$25.00	\$2,425.00	\$47.00	\$4,559.00
48	Curb Installation Asphalt Repair	257	LF		\$0.80	\$205.60	\$80.00	\$20,560.00
49	Construct Case A Curb Ramp per Det. 8 Plan Sheet 7	1	EA		\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
50	Construct 8" Curb & Gutter over 6" CL2 AB) per COC Std. S-8	54	LF		\$55.00	\$2,970.00	\$113.00	\$6,102.00
51	Construct 4: Thick PCC Sidewalk per COC Std. S-25 (Over 6" CL2 AB)	806	SF		\$13.00	\$10,478.00	\$12.00	\$9,672.00
52	Construct Driveway per SPPWC Std. 110-2	142	SF		\$15.00	\$2,130.00	\$21.00	\$2,982.00
53	Parkway Sidewalk Clean Fill Material (F)	35	CY		\$67.00	\$2,345.00	\$145.00	\$5,075.00
54	(F&I) Type 2 REAS Slurry (S)	14,710	SF		\$0.50	\$7,355.00	\$2.00	\$29,420.00
55	Traffic Control & Site Protection	1	LS		\$4,000.00	\$4,000.00	\$10,200.00	\$10,200.00
56	Remove Striping, Markings, & Markers per Plan (S)	1	LS		\$2,500.00	\$2,500.00	\$3,690.00	\$3,690.00
57	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS		\$16,000.00	\$16,000.00	\$16,738.00	\$16,738.00
58	(F&I) Signage per Plan (S)	1	LS		\$2,000.00	\$2,000.00	\$915.00	\$915.00
59	(F&I) Flashing Sign/Beacon per Plan	2	EA		\$7,000.00	\$14,000.00	\$8,521.00	\$17,042.00
60	Sawcut and Remove Existing Asphalt Pavement	826	SF		\$6.00	\$4,956.00	\$10.00	\$8,260.00
61	Construct 8" Type D Curb (Over 6" CL2 AB) per COC Std. S-10	213	LF		\$54.00	\$11,502.00	\$69.00	\$14,697.00
62	Clean CL2 CAB Fill Material for Island	20	CY		\$65.00	\$1,300.00	\$165.00	\$3,300.00
63	4" Thick Quarry Red Stamped PCC	493	SF		\$16.00	\$7,888.00	\$20.00	\$9,860.00
64	Curb Installation Asphalt Repair	244	LF		\$0.80	\$195.20	\$80.00	\$19,520.00
65	(F&I) Type 2 REAS Slurry (S)	48,550	SF		\$0.50	\$24,275.00	\$2.00	\$97,100.00
66	Traffic Control & Site Protection	1	LS		\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
67	Remove Striping, Markings, & Markers per Plan (S)	1	LS		\$1,000.00	\$1,000.00	\$1,098.00	\$1,098.00
68	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS		\$3,000.00	\$3,000.00	\$3,387.00	\$3,387.00
69	(F&I) Signage per Plan (S)	1	LS		\$1,700.00	\$1,700.00	\$122.00	\$122.00
70	Sawcut and Remove Existing Asphalt Pavement	92	SF		\$6.00	\$552.00	\$17.00	\$1,564.00

71	Construct 8" Type D Curb (Over 6' CL2 AB) per COC Std. S-10	82	LF	\$54.00	\$4,428.00	\$83.00	\$6,806.00
72	Clean CL2 CAB Fill Material for Island (F)	3	CY	\$65.00	\$195.00	\$450.00	\$1,350.00
73	4" Thick Quarry Red Stamped PCC	304	SF	\$16.00	\$4,864.00	\$20.00	\$6,080.00
74	Curb Installation Asphalt Repair	98	LF	\$0.80	\$78.40	\$80.00	\$7,840.00
75	Traffic Control & Site Protection	1	LS	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
76	Remove Striping, Markings, & Markers per Plan (S)	1	LS	\$4,500.00	\$4,500.00	\$6,100.00	\$6,100.00
77	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS	\$13,000.00	\$13,000.00	\$10,595.00	\$10,595.00
78	(F&I) or Relocate Signage per Plan (S)	1	LS	\$250.00	\$250.00	\$122.00	\$122.00
79	Traffic Control & Site Protection	1	LS	\$10,000.00	\$10,000.00	\$31,171.68	\$31,171.68
80	Remove Striping, Markings, & Markers per Plan (S)	1	LS	\$6,000.00	\$6,000.00	\$7,564.00	\$7,564.00
81	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS	\$20,000.00	\$20,000.00	\$16,598.00	\$16,598.00
82	(F&I) or Remove Signage per Plan (S)	1	LS	\$8,000.00	\$8,000.00	\$4,361.00	\$4,361.00
83	Sawcut and Remove Existing Asphalt Pavement	17,218	SF	\$6.00	\$103,308.00	\$1.60	\$27,548.80
84	Construct 8" Type D Curb (Over 6' CL2 AB) per COC Std. S-10	5,740	LF	\$54.00	\$309,960.00	\$30.00	\$172,200.00
85	Clean CL2 CAB Fill Material for Island (F)	343	CY	\$65.00	\$22,295.00	\$117.00	\$40,131.00
86	4" Thick Quarry Red Stamped PCC	8,581	SF	\$16.00	\$137,296.00	\$9.00	\$77,229.00
87	Curb Installation Asphalt Repair	5,802	LF	\$0.80	\$4,641.60	\$21.50	\$124,743.00
88	Traffic Control & Site Protection	1	LS	\$2,000.00	\$2,000.00	\$4,585.00	\$4,585.00
89	Remove Striping, Markings, & Markers per Plan (S)	1	LS	\$3,000.00	\$3,000.00	\$3,050.00	\$3,050.00
90	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS	\$7,000.00	\$7,000.00	\$4,819.00	\$4,819.00
91	Relocate Signage per Plan (S)	1	LS	\$250.00	\$250.00	\$549.00	\$549.00
92	Traffic Control & Site Protection	1	LS	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00
93	Remove Striping, Markings, & Markers per Plan (S)	1	LS	\$500.00	\$500.00	\$823.00	\$823.00
94	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS	\$3,200.00	\$3,200.00	\$2,873.00	\$2,873.00
95	(F&I) Remove Signage per Plan (S)	1	LS	\$5,500.00	\$5,500.00	\$2,867.00	\$2,867.00

96	Install Thermoplastic Rumble Strips per Plan (S)	1	LS		\$2,500.00	\$2,500.00	\$7,686.00	\$7,686.00
97	Sawcut and Remove Existing Asphalt Pavement	362	SF		\$6.00	\$2,172.00	\$12.00	\$4,344.00
98	Remove Existing Curb/Curb & Gutter	32	LF		\$5.00	\$160.00	\$42.00	\$1,344.00
99	Remove Existing PCC Sidewalk, Driveway, Ramp, or Other Concrete	173	SF		\$3.00	\$519.00	\$23.00	\$3,979.00
100	Construct 8" Type D Curb (Over 6' CL2 AB) per COC Std. S-10	64	LF		\$54.00	\$3,456.00	\$84.00	\$5,376.00
101	Clean CL2 CAB Fill Material for Island (F)	6	CY		\$65.00	\$390.00	\$250.00	\$1,500.00
102	4" Thick Quarry Red Stamped PCC	143	SF		\$16.00	\$2,288.00	\$20.00	\$2,860.00
103	(F&I) Detectable Warning Surface	118	SF		\$25.00	\$2,950.00	\$47.00	\$5,546.00
104	4" Thick PCC Refuge Island Landing	22	SF		\$8.00	\$176.00	\$62.00	\$1,364.00
105	Curb Installation Asphalt Repair	64	LF		\$0.80	\$51.20	\$80.00	\$5,120.00
106	Construct Case C Curb Ramp per Det. 6 & Det. 8 Plan Sheet 14	2	EA		\$3,500.00	\$7,000.00	\$4,000.00	\$8,000.00
107	(F&I) Flashing Sign/Beacon per Plan	3	EA		\$16,000.00	\$48,000.00	\$11,242.00	\$33,726.00
108	Traffic Control & Site Protection	1	LS		\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
109	Remove Striping, Markings, & Markers per Plan (S)	1	LS		\$1,000.00	\$1,000.00	\$1,464.00	\$1,464.00
110	Paint Striping & Markings, and Install Markers per Plan (S)	1	LS		\$8,500.00	\$8,500.00	\$7,692.00	\$7,692.00
111	(F&I) Signage per Plan (S)	1	LS		\$3,500.00	\$3,500.00	\$2,745.00	\$2,745.00
112	(F&I) Flashing Sign/Beacon with Push Button & Signage per Plan	2	EA		\$16,000.00	\$32,000.00	\$10,583.00	\$21,166.00
113	(F&I) Flashing Sign/Beacon and Signage	1	EA		\$14,000.00	\$14,000.00	\$10,815.00	\$10,815.00
114	Remove Existing Curb/Curb & Gutter	12	LF		\$5.00	\$60.00	\$55.00	\$660.00
115	Remove Existing PCC Sidewalk, Driveway, Ramp, or Other Concrete	195	SF		\$3.00	\$585.00	\$21.00	\$4,095.00
116	Construct Type B Passage Way Per Det. 7 Plan Sheet 15	112	SF		\$20.00	\$2,240.00	\$49.00	\$5,488.00
117	(F&I) Detectable Warning Surface	42	SF		\$25.00	\$1,050.00	\$47.00	\$1,974.00
118	Construct Case C Curb Ramp per Det. 6 Sheet 15	1	EA		\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00
119	Construct 4" Thick Sidewalk per COC Std. 25-1	77	SF		\$13.00	\$1,001.00	\$54.00	\$4,158.00
120	(F&I) Pedestrian Barricade & Signage	2	EA		\$800.00	\$1,600.00	\$1,281.00	\$2,562.00

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA
AND KOA CORPORATION
Project ST-134**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of October 12, 2022 by and between the City of Coachella ("City") and KOA Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:
 - a. On or about March 9th, 2022 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of \$26,220 for project ST-134.
 - b. The parties now desire to amend the Agreement as set forth in this Amendment.

2. Amendment. Section 3.3.1, Compensation, of the Agreement is hereby amended in its entirety 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 Exhibit "A" at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seventy-Five Thousand Dollars (\$75,000)** 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. 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

KOA CORPORATION.

By: _____
Gabriel Martin, City Manager

By: _____
Min Zhou, Chief Executive Officer/President

Approved as to form:

By: _____
Carlos Campos, City Attorney

Attest:

By: _____
Angela Zepeda, City Clerk

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of October, 2022 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 53990 Enterprise Way, Coachella, California 92236 (“City”) and **Atlas Technical Consultants LLC** a partnership 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 professional 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 2022 Pedestrian and Road Safety Improvements Project, City Project ST-134 (“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 engineering 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 for a period of 12 calendar months from date of the notice to proceed 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: **Mrs. Mehrnoush Yavary, P.E., - Atlas Technical Consultants LLC - Director of Engineering**

3.2.5 City's Representative. The City hereby designates, **Andrew Simmons, P.E. – City Engineer**, 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 **Mehrnoush Yavary, P.E. - Director of Engineering**, 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.

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*: **\$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 **Twenty-Five Thousand Dollars (\$25,000)** 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:

Atlas Technical Consultants LLC
6280 Riverdale Street
San Diego, CA 92120
Attn: Mehrnoush Yavary, P.E., Director of Engineering

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Andrew Simmons, 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 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

ATLAS TECHNICAL CONSULTANTS LLC

By: _____
Gabriel Martin
City Manager

By: _____
Mehrnoush Yavary
Director of Engineering

APPROVED AS TO FORM:

Carlos Campos
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

SCHEDULE OF FEES

California Prevailing Wage Effective February 1, 2021

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environment, Envelope Services)

Director/Principal Professional	\$190
Senior Professional	165
Project Professional	145
Staff Professional	120
Drafter Level II.....	95
Drafter Level I.....	85

Project Management

Senior Project Manager	\$160
Project Manager.....	135
Administrative Assistant.....	67

Field Services (Geotechnical, Special Inspection)

Field Supervisor	\$118
LA Certified Grading Inspector	123
Off Site Inspector	91
Laboratory Technician.....	74
Group 1 (Field Soils, Material Tester)	108
Group 2 (Special Inspection).....	113
Group 3 (NDT Testing).....	117
Coring	166

Field Services (SUE Level B Utility Evaluations and Rebar Locating)

Line Tracer, Ground Penetrating Radar, Electromagnetics, Magnetics	
Full Day	\$1,950
Hourly Rate (A Mob/Demob charge of \$250 applies to projects billed on hourly rates).....	215
Letter Report.....	300
Map (per day of field work)	350

Field Services (Geophysical Data Acquisition)

UST, Landfill, Oil Well, Void, Pile Integrity Testing	
Full Day	\$2,400
Hourly Rate (A Mob/Demob charge of \$335 applies to projects billed on hourly rates).....	270

Field Services (Advanced Geophysical Studies)

Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC	
Full Day	\$3,000
Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates).....	325

Field Services (Seismic ReMi)

One Line	\$1,500
Each Additional Line.....	300
For Pavement/Requires Drilling.....	300

Field Services (Vibration Monitoring)

Mobilization	\$1,000
Equipment (Daily)	200
Daily Analysis & Reporting (Daily)	75
Final Report Preparation	750
Manned Vibration Monitoring.....	Quote

Field Services (Building Envelope)

Field Tech Level II.....	\$125
Field Tech Level I.....	115
Electronic Leak Detection (hourly, 4 hour minimum).....	250
Fenestration Testing (ASTM E1105/E783) – Hourly Rate (2 technicians)	400
Fenestration Testing (AAMA 501.2) – Hourly Rate (2 technicians).....	225
Drainage Efficiency of Exterior Insulation and Finish Systems (EIFS) Clad Wall Assemblies (ASTM E2273)	1,500

Travel and Miscellaneous

Pick Up	\$55/hour
Travel Time	Hourly Rate (or \$125/hour beyond 1 hour from San Diego for Geophysical Crews)
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%
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote
Specialty Equipment Surcharge	Quote

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	\$418
California Impact (Cal 216)	206
Clay Lumps in Aggregate (ASTM C142)	150
Cleanness Value (Cal 227)	200
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity).....	187
Crushed Particles (Cal 205, ASTM D693).....	150
Direct Shear (ASTM D3080)	260
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
Fineness Modulus (ASTM C136).....	24
Flat & Elongated Pieces (ASTM D4791).....	175
Light Weight Pieces (ASTM C123).....	175
Liquid Limit (Cal 204, ASTM D4318).....	75
Los Angeles Abrasion - 1 ½ inch and smaller (Cal 211, ASTM C131).....	224
Maximum Density Check Point (ASTM D698/D1557).....	88
Maximum Density/Optimum Moisture – 4 inch (ASTM D698, D1557).....	200
Maximum Density/Optimum Moisture – 6 inch (ASTM D698, D1557).....	220
Minimum Density (ASTM D1556).....	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density Chunk Sample (ASTM D2937)	45
Natural Moisture/Density Ring or Core Sample (ASTM D2937).....	40
Organic Impurities (Cal 213, ASTM C40).....	90
Organic Matter (ASTM D2974).....	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample (ASTM D2434)	200
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51).....	126
Plasticity Index (Cal 204, ASTM 4318).....	127
Potential Reactivity (ASTM C289).....	220
Residual Shear (ASTM D6467).....	442
Rock Correction (ASTM D4718).....	26
R-Value (Cal 301, ASTM D2844).....	276
Sandcastle Test (USACE).....	195
Sand Equivalent (Cal 217, ASTM D2419).....	88
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	110
Sieve Analysis with Hydrometer (Cal 203, ASTM D422).....	200
Soil Cement Compression Strength (Cal 312, ASTM D1633).....	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632).....	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles (Cal 214, ASTM C88)	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128).....	115
Triaxial Shear Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Shear Unconsolidated - Undrained (ASTM D2850).....	Quote
Triaxial Staged Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Staged Unconsolidated - Undrained (ASTM D2850).....	Quote
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29).....	80

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	\$68
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	84
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	350
Hamburg Wheel Plant Produced HMA (AASHTO T324/Caltrans Section 39)	900
Hveem Maximum Bulk Specific Gravity (Cal 308)	300
Hveem & Stabilometer Value (Cal 366)	\$400
Ignition Oven Correction Factor (AASHTO T308)	250
Ignition Oven Degradation Factor (AASHTO T308)	250
Marshall Density Stability & Flow (ASTM D6927)	400
Marshall Density (ASTM D6926)	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	180
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)	90
Stability and Flow (ASTM D1559)	350
Stabilometer Value (Cal 366)	350
RAP Testing Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39)	Quote
RAP Testing Not Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39)	Quote
Tensile Strength Ratio Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	185

Concrete

2X2 Cube Compression	\$27
Chloride Ion Testing (ASTM C1218)	220
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 Fabrication (ASTM C192)	298
Unit Weight Hardened Concrete (ASTM C642)	55
Unit Weight Lightweight Concrete (ASTM C567)	69

Masonry

Absorption Block (ASTM C140)	\$115
Compression Adobe	155
Compression Block Standard (ASTM C140)	150
Compression Brick (ASTM C67)	115
Efflorescence Block	175
Efflorescence Brick (ASTM C67)	175
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	95
Masonry Prism Compression (ASTM E447)	150
Mortar Bond Strength Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	100
Relative Mortar Strength (Cal 515)	850
Shrinkage Masonry Block (ASTM C426)	250
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	550

Metal

Bolt Assembly Hardness Test	\$74
Bolt Assembly Tensile & Proof Load Test	125
Modulus of Elasticity (Steel).....	146
Post-Tension Tendon Tensile Testing.....	185
Tensile Strength & Bend Test Structural Steel (ASTM A370)	180
Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615).....	Quote
Tensile Strength Mechanical Splices #9 and Smaller (Cal 670).....	Quote
Tensile Strength Mechanical Splices #10 to #14 (Cal 670).....	Quote
Tensile Strength Mechanical Splices #18 (Cal 670)	Quote

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer Tensile (ASTM D3039)	520
Material Preparation	70
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/kit
Miscellaneous Charges	Various
Default Expense	Various

TERMS AND CONDITIONS

Prevailing wage rates will increase consistent with general prevailing wage determinations made by the California Department of Industrial Relations.

All field services will be charged portal to portal with the following minimum charges:

1. The client will be invoiced only for the hours actually worked in 4- and 8-hour increments.
2. A 2-hour show-up charge will be applied to any service canceled the same day of service.
3. Work in excess of 8 hours up to 12 hours in a single day will be charged in 1-hour increments at 1.5 times the standard rate.
4. Work in excess of 12 hours in a single day will be charged in 1-hour increments at 2 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 a.m. to 5:00 p.m.) will be charged a premium on a case-by-case basis. Work performed for Geophysical Studies outside of a standard work week will be charged an additional 30%.

Fees for specialty geophysical services such as seismic reflection, crosshole, gravity, pile integrity testing, vibration monitoring, magnetotellurics, UXO, MEC, etc. will be based on a per project basis. Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will be billed at a General Geophysical rate.

Other Direct Charges: Our company reserves the right to charge for services outside of the contract in the form of reimbursables, including but not limited to, the following: diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental and administrative time.

Mileage will be charged at the standard federal rate per mile for distances over 50 miles from the location of dispatch. Per Diem charges will be applied to projects outside a 50-mile radius of our office.

Subcontracted services will be charged at cost plus 20 percent.

Invoices 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 computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent, will be 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 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.

SCHEDULE OF FEES

California Prevailing Wage
Effective July 1, 2019

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	\$180
Senior Professional	160
Project Professional	140
Staff Professional	115
Drafter	87

Field Services (Geotechnical, Inspection)

Field Supervisor	\$115
LA Certified Grading Inspector	120
Off Site Inspector	65
Laboratory Technician	72
Group 1 (Geotechnical, Concrete Sampling)	106
Group 2 (Special Inspection)	110
Group 3 (NDT Testing)	114
Coring	162

Field Services (Utility/Rebar Locating)

Hourly Rate (A Mob/Demob charge of \$300 applies to projects billed on hourly rates)	\$215
Full Day	1,950
Letter Report	300
Map (per day of field work)	350

Field Services (Geophysical Studies: UST, Landfill, Well, Void, UXO, Groundwater)

Ground Penetrating Radar, Electromagnetics, Magnetics

Full Day	\$2,350
Hourly Rate (A Mob/Demob charge of \$325 applies to projects billed on hourly rates.)	265

Seismic (Refraction, MASW, Downhole/Crosshole), Resistivity (Sting, Standard, Wenner 4-Pin)

Full Day	\$3,000
Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates.)	325

Seismic ReMi

One Line	\$1,500
Each Additional Line	300
For Pavement/Requires Drilling	300

Project Management

Senior Project Manager	\$158
Project Manager	130
Administrative Assistant	67

Travel and Miscellaneous

Pick Up	\$55/hr
Travel Time	Hourly Rate (or \$125/hr beyond 2 hours from San Diego for Geophysical Crews)
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%
Specialty Equipment Surcharge	Quote

SCHEDULE OF FEES CONTINUED

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854).....	\$418
California Impact (Cal 216).....	206
Chloride Ion Testing (Cal 422).....	150
Clay Lumps in Aggregate (ASTM C142).....	150
Cleanness Value (Cal 227).....	200
Consolidation (ASTM D2435).....	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity).....	187
Crushed Particles (Cal 205, ASTM D693).....	150
Direct Shear (ASTM D3080).....	260
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
Fineness Modulus (ASTM C136).....	24
Flat & Elongated Pieces (ASTM D4791).....	175
Light Weight Pieces (ASTM C123).....	175
Liquid Limit (Cal 204, ASTM D4318).....	75
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 D698, D1557).....	200
Maximum Density/Optimum Moisture – 6" (ASTM D698, D1557).....	220
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 (ASTM D2434).....	200
Permeability Remold Sample (ASTM D5084).....	Quote
Permeability Undisturbed Sample (ASTM D5084).....	Quote
Petrographic Analysis (Cal 215, ASTM C295).....	Quote
pH & Resistivity (Cal 643, ASTM G51).....	126
Plasticity Index (Cal 204, ASTM 4318).....	127
Potential Reactivity (ASTM C289).....	220
Residual Shear (ASTM D6467).....	442
Rock Correction (ASTM D4718).....	26
R-Value (Cal 301, ASTM D2844).....	276
Sand Castle Test (USACE).....	195
Sand Equivalent (Cal 217, ASTM D2419).....	88
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202).....	110
Sieve Analysis with Hydrometer (Cal 203, ASTM D422).....	200
Soil Cement Compression Strength (Cal 312, ASTM D1633).....	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632).....	100
Soluble Chlorides (Cal 422).....	62
Soluble Sulfate (Cal 417).....	62
Soundness 5 Cycles (Cal 214, ASTM C88).....	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127).....	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128).....	115
Triaxial Shear Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Shear Unconsolidated - Undrained (ASTM D2850).....	Quote
Triaxial Staged Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Staged Unconsolidated - Undrained (ASTM D2850).....	Quote
Unconfined Compression (ASTM D2166).....	162
Unit Weight Aggregate (Cal 212, ASTM C29).....	80

SCHEDULE OF FEES CONTINUED**Asphalt Concrete**

Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	\$58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	74
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312)	350
Hamburg Wheel - Plant Produced HMA (AASHTO T324/Cal-Trans Section 39)	900
Hveem - Maximum Bulk Specific Gravity (Cal 308)	300
Hveem & Stabilometer Value (Cal 366)	400
Ignition Oven Correction Factor (AASHTO T308)	250
Ignition Oven Degradation Factor (AASHTO T308)	250
Marshall Density, Stability & Flow (ASTM D6927)	400
Marshall Density (ASTM D6926)	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	180
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)	90
Stability and Flow (ASTM D1559)	350
Stabilometer Value (Cal 366)	350
RAP Testing - Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	Quote
RAP Testing - Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	Quote
Tensile Strength Ratio - Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	185

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 Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

Masonry

Absorption Block (ASTM C140)	\$115
Compression Adobe	155
Compression Block, Standard (ASTM C140)	150
Compression, Brick (ASTM C67)	115
Efflorescence Block	175
Efflorescence, Brick (ASTM C67)	175
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	95
Masonry Prism Compression (ASTM E447)	150
Mortar Bond Strength - Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	53

SCHEDULE OF FEES CONTINUED

Masonry - Continued

Relative Mortar Strength (Cal 515)	\$850
Shrinkage - Masonry Block (ASTM C426)	250
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	470

Metal

Bolt Assembly - Hardness Test	\$74
Bolt Assembly - Tensile & Proof Load Test	125
Modulus of Elasticity (Steel)	146
Post-Tension Tendon Tensile Testing	185
Tensile Strength & Bend Test, Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615)	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670)	Quote
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670)	Quote
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength and Bend Test, Structural Steel (ASTM A370)	180

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039)	520
Material Preparation	70/hr
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/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 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.
- The client will be invoiced only for the hours actually worked in 4 and 8 hour increments.
- 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: Our company 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: diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental and administrative time.

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 54.4 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.

Prevailing wage rates will increase consistent with general prevailing wage determinations made by the California Department of Industrial Relations.

EXHIBIT "B"

SCHEDULE OF SERVICES

October 12, 2022 through October 12, 2023.

EXHIBIT "C"

COMPENSATION

Not to Exceed \$25,000.00.



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve an Art in Public Places Proposal for a City of Coachella Art Mural at Acrisure Arena in the Amount of \$10,000

STAFF RECOMMENDATION:

Staff recommends that the City Council considers approving and awarding a grant to Flat Black Art Supply in the amount of \$10,000 from the City of Coachella's Art in Public Places Program to install a mural at Acrisure Arena as part of the Nine Desert Cities wall art initiative that will be displayed on the Iceplex for each city. The City of Coachella Cultural and Arts Commission reviewed and approved this item for Council's final approval at its meeting held on September 27, 2022.

BACKGROUND:

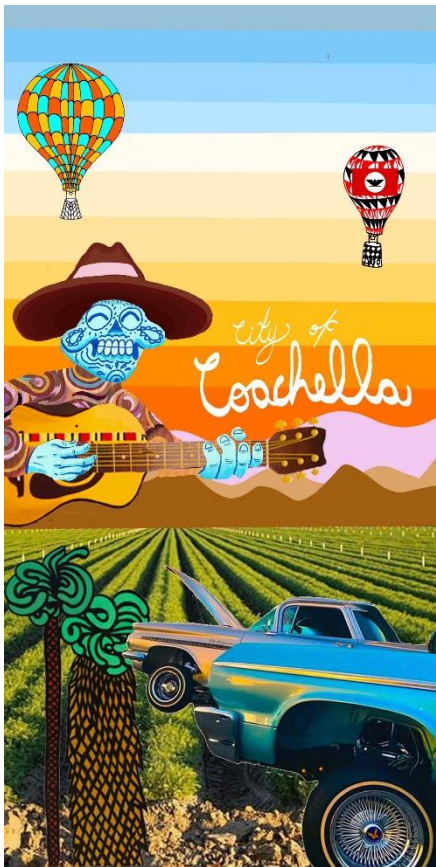
On January 1, 2011, the City Council approved Ordinance No. 1034 establishing an Art in Public Places Program and implementing a new development impact fee for certain new construction, remodeling and reconstruction of public art installations. The purpose of the Art in Public Places ordinance is to develop and maintain a visual arts program for the residents and visitors of Coachella, to add to the economic vitality of the community, and to enhance the environment and unique character of Coachella by providing for the acquisition and maintenance of quality works of public art.

DISCUSSION/ANALYSIS:

The submitted proposal is a painted mural project as part of the #TheDesertNine art initiative at Acrisure Arena where all nine desert cities will each have a mural representing their city. The mural size will be 10-foot wide by 20-foot in height.



Wall Display Area at Acrisure Arena



Proposed Mural Rendering



Artist: Frank Lemus

Funding Request: \$10,000

Sponsorship (paid to Flat Black Art Supply) includes:

- Curation and creation of all artwork
- Installation and insurance requirements (provided by Flat Black Art Supply)
- Artist recognition plaques and large format signage highlighting the collection and each desert city produced by Acrisure Arena
- 1,000 oversized postcards representing each mural produced by Acrisure Arena
- Invitations for up to 10 guests to attend #TheDesertNine Reveal party (produced by Acrisure Arena)
- Acrisure Arena Website highlight, minimum one post and story via social channels @AcrisureArena, and feature in Arena e-newsletter
- Inclusion in Arena opening PR campaign, distributed nationally.

ALTERNATIVES:

1. Not Approve an Art in Public Places Proposal for a City of Coachella Mural at Acrisure Arena in the Amount of \$10,000
2. Not Approve

FISCAL IMPACT:

If the City Council approves the staff recommendation, the funds in the amount of \$10,000 will be withdrawn from the Special Revenue Funds (130) – Development Impact Fees for Public Art for Fiscal Year 2022-23.

ACRISURE[®] ARENA

#TheDesertNine
Proposal



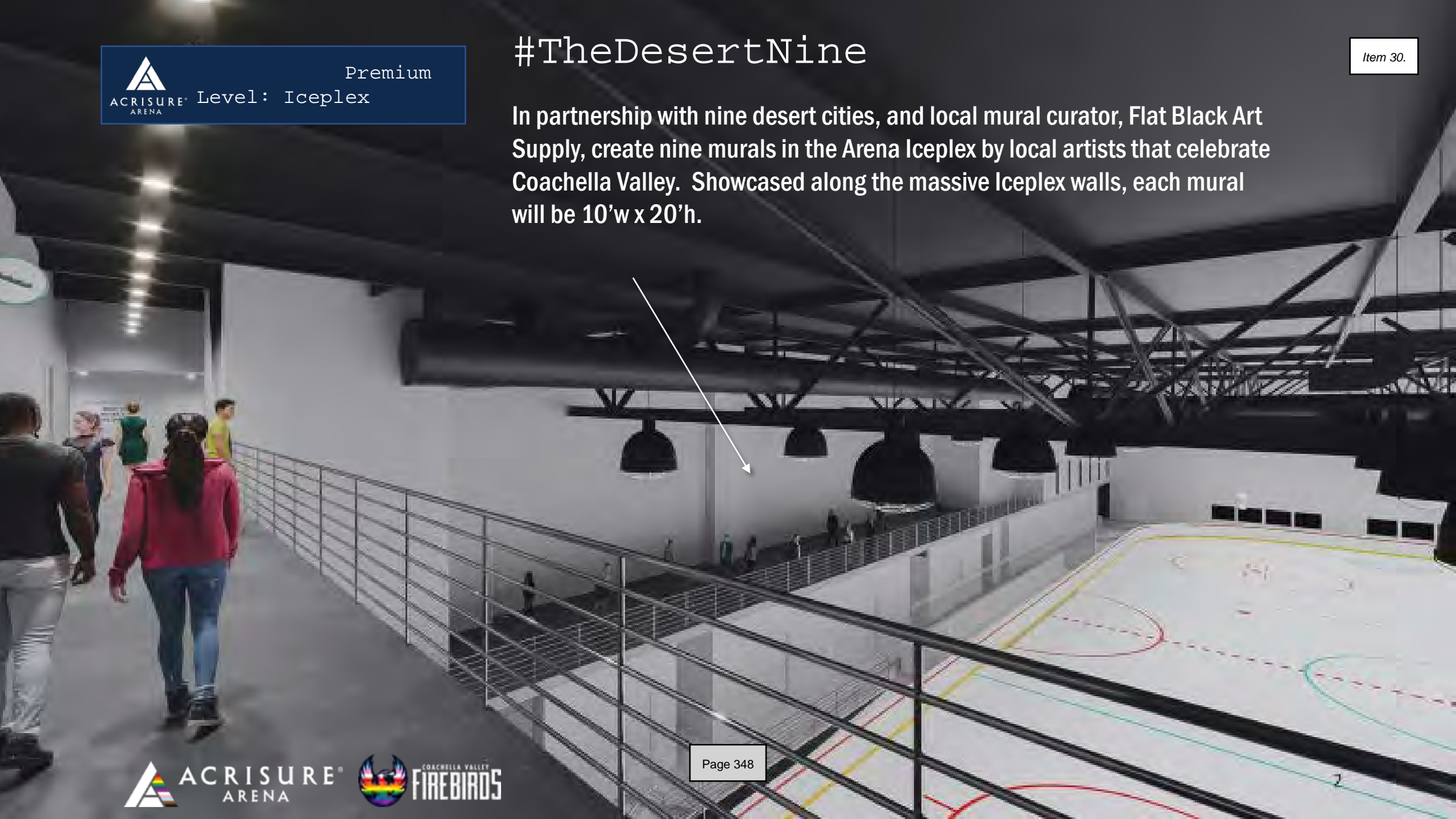


Premium
Level: Iceplex

#TheDesertNine

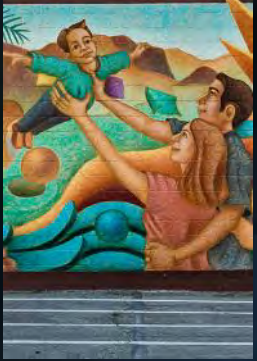
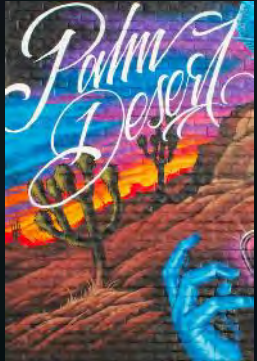
Item 30.

In partnership with nine desert cities, and local mural curator, Flat Black Art Supply, create nine murals in the Arena Iceplex by local artists that celebrate Coachella Valley. Showcased along the massive Iceplex walls, each mural will be 10'w x 20'h.



#TheDesertNine

Bold colors, iconic settings and whimsical interpretations of desert landscapes will serve as the perfect Instagrammable background highlighting the unique qualities of each city. Both City and artist social handles will be featured, and each mural will feature a connective graphic thread.





#TheDesertNine

With over 200k guests* frequenting the Iceplex annually, the murals* can be seen from multiple levels, and will take visitors and locals on a visual journey across our Valley.

Acrisure Arena will provide the overarching theme for the murals which will celebrate unity and diversity of our remarkable landscape and culture. Cities will collaborate with Flat Black Art Supply and Acrisure Arena to select artists for the project and Acrisure Arena will approve final artwork.

The murals will be featured at the Arena for a minimum of three years.



City Sponsorship: \$10,000

Sponsorship (paid to Flat Black Art Supply) includes:

- Curation and creation of all artwork
- Installation and insurance requirements (provided by Flat Black Art Supply)
- Artist recognition plaques and large format signage highlighting the collection and each desert city produced by Acrisure Arena
- 1,000 oversized postcards representing each mural produced by Acrisure Arena
- Invitations for up to 10 guests to attend #TheDesertNine Reveal party (produced by Acrisure Arena)
- Acrisure Arena Website highlight, minimum one post and story via social channels @AcrisureArena, and feature in Arena newsletter
- Inclusion in Arena opening PR campaign, distributed nationally.



Timeline

August 15 - 26

- Artists selected and approved by each city, with support from Flat Black Art Supply and Acrisure Arena

August 29 – September 16

- Conceptual mural designs submitted to Flat Black Art Supply.

September 19 – October 1

- Flat Black Art Supply submits mural concepts to each City and Acrisure Arena for review/approval.

October 3 – October 17

- Mural concepts approved

November 1 – 30

- Mural painting

December 1 – 9

- Plaque/signage installation, touch-ups

January 4

- Opening Celebration and Mural Unveiling



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve an Art in Public Places Proposal for a City of Coachella 75th Anniversary Mural by Michelle Guerrero in the Amount of \$16,000

STAFF RECOMMENDATION:

Staff recommends that the City Council consider approving and awarding a grant to Michelle Guerrero in the amount of \$16,000 from the City of Coachella’s Art in Public Places Program to install a mural on the Anaya’s Towing building on the corner of Fifth Street and Grapefruit Boulevard. The Cultural and Arts Commission reviewed and approved this item for Council’s final approval at its meeting held on September 27, 2022.

BACKGROUND:

On January 1, 2011, the City Council approved Ordinance No. 1034 establishing an Art in Public Places Program and implementing a new development impact fee for certain new construction, remodeling and reconstruction of public art installations. The purpose of the Art in Public Places ordinance is to develop and maintain a visual arts program for the residents and visitors of Coachella, to add to the economic vitality of the community, and to enhance the environment and unique character of Coachella by providing for the acquisition and maintenance of quality works of public art.

DISCUSSION/ANALYSIS:

The submitted proposal is a painted mural project approximately 40 feet in length celebrating the City of Coachella’s 75th anniversary featuring MrBBaby’s (Michelle Guerrero) signature character “Chucho”, who is a colorful furry piñata. The brief history of the piñata is that they originated in China when paper figures were filled with seeds and broken as a way to bring good luck for the coming harvest season. In Mexico, the Aztecs honored the birthday of the solar god Huitzilopochtli in mid-December by decorating a pot with feathers to represent the god. In the ritual, the pot was broken and the fruits of the season and other edibles were shared. Life was meant to grow out of destruction—this message has been a driving force behind MrBBaby’s work and has defined Chucho, who is a symbol of hope, resilience and mental health awareness as Chucho is always looking at the brighter side of things, especially the negative ones.

Budget

Installation Costs – Labor	\$9,000
Installation Costs – Equipment Rental	\$1,500
Other Costs – Materials	\$3,000
Insurance	\$200
Miscellaneous Costs	\$2,300
TOTAL	\$16,000

About the Artist

Michelle Guerrero (also known as, “MrBBaby” for Michelle Ruby Brown Baby) was born and raised in San Diego, California. She uses elements of her heritage as an inspiration for her striking and lively art work. MrBbaby is heavily influenced by her community, as well as her Puerto Rican/Mexican heritage. By combining vibrant colors with traditional imagery, Michelle is able to uplift her audiences and intrigue her viewers. The artist aims to bring happiness and joy to her collectors and community, while also having stronger messages intertwined, all of which are open to the viewer's interpretation. Michelle holds a **Bachelor’s Degree in Fine Arts from the Academy of Art University – San Francisco, CA**. Her art murals have been commissioned by the following acclaimed companies:

- Coachella Music and Arts Festival
- Dodger Stadium
- Sony Electronics
- Cheetos
- The Getty
- El Pollo Loco
- City of Chula Vista
- San Diego Jewish Center
- Los Angeles Art District
- Random House (book illustration for “Crux” by Jean Guerrero)
- Women on Walls (Puebla, Mexico)
- Pandora Jewelry
- Converse Shoes
- UPS and Kids of Immigrants
- Displayed Work at Galleries: Chicano Park, Chimmaya Gallery, Just Another Gallery

Proposed Mural Design Rendition

75th Anniversary Mural



Artist: Michelle Ruby Guerrero

ALTERNATIVES:

1. Not Approve An Art in Public Places Proposal for a City of Coachella 75th Anniversary Mural by Michelle Guerrero in the Amount of \$16,000
2. Provide Alternative Direction

FISCAL IMPACT:

If the City Council approves the staff recommendation, the \$16,000 will be withdrawn from the Special Revenue Funds (130) – Development Impact Fees for Public Art for Fiscal Year 2022-23.



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve an Art in Public Places Proposal for a City of Coachella 75th Anniversary Mural on the U.S. Postal Service Building by Michelle Guerrero in the Amount of \$15,000

STAFF RECOMMENDATION:

Staff recommends that the Cultural and Arts Commission consider approving and awarding a grant to Michelle Guerrero in the amount of \$15,000 from the City of Coachella’s Art in Public Places Program to install a mural on the U.S. Postal Service building on the corner of Sixth Street and Orchard Street. The Cultural and Arts Commission reviewed and approved this item for Council’s final approval at its meeting held on September 27, 2022.

BACKGROUND:

On January 1, 2011, the City Council approved Ordinance No. 1034 establishing an Art in Public Places Program and implementing a new development impact fee for certain new construction, remodeling and reconstruction of public art installations. The purpose of the Art in Public Places ordinance is to develop and maintain a visual arts program for the residents and visitors of Coachella, to add to the economic vitality of the community, and to enhance the environment and unique character of Coachella by providing for the acquisition and maintenance of quality works of public art.

DISCUSSION/ANALYSIS:

The submitted proposal is a painted mural project approximately 40 feet in length celebrating the City of Coachella’s 75th anniversary featuring MrBBaby’s (also known as, “MrBBaby” for Michelle Ruby Brown Baby) signature character “Chucho”, who is a colorful furry piñata. The brief history of the piñata is that they originated in China when paper figures were filled with seeds and broken as a way to bring good luck for the coming harvest season. In Mexico, the Aztecs honored the birthday of the solar god Huitzilopochtli in mid-December by decorating a pot with feathers to represent the god. In the ritual, the pot was broken and the fruits of the season and other edibles were shared. Life was meant to grow out of destruction—this message has been a driving force behind MrBBaby’s work and has defined Chucho, who is a symbol of hope, resilience and mental health awareness as Chucho is always looking at the brighter side of things, especially the negative ones.

Budget

Installation Costs – Labor	\$9,000
Installation Costs – Equipment Rental	\$500
Other Costs – Materials	\$3,000
Miscellaneous Costs	\$2,500
TOTAL	\$15,000

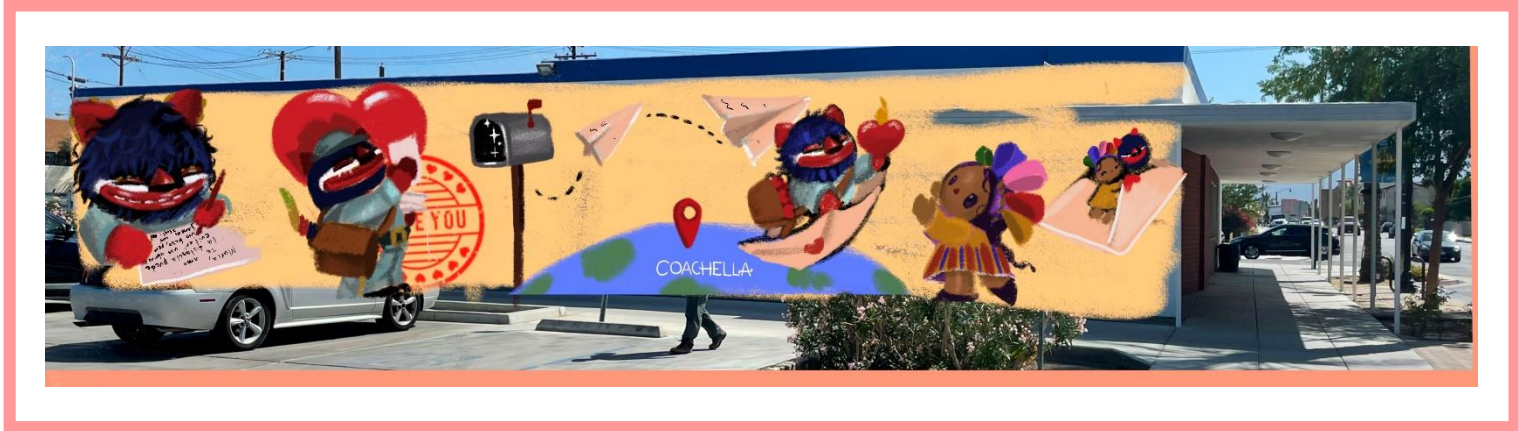
About the Artist

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- Coachella Music and Arts Festival
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- Sony Electronics
- Cheetos
- The Getty
- El Pollo Loco
- City of Chula Vista
- San Diego Jewish Center
- Los Angeles Art District
- Random House (book illustration for “Crux” by Jean Guerrero)
- Women on Walls (Puebla, Mexico)
- Pandora Jewelry
- Converse Shoes
- UPS and Kids of Immigrants
- Displayed Work at Galleries: Chicano Park, Chimmaya Gallery, Just Another Gallery

Proposed Mural Design Rendition

75th Anniversary Mural at U.S. Postal Service Building



Artist: Michelle Ruby Guerrero

ALTERNATIVES:

1. Not Approve an Art in Public Places Proposal for a City of Coachella 75th Anniversary Mural on the U.S. Postal Service Building by Michelle Guerrero in the Amount of \$15,000
2. Provide Alternative Direction

FISCAL IMPACT:

If the City Council approves the staff recommendation, the \$15,000 will be withdrawn from the Special Revenue Funds (130) – Development Impact Fees for Public Art for Fiscal Year 2022-23.



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve an Art in Public Places Program Proposal to Restore the Shady Lane Murals by Culturas Music and Arts in the Amount of \$13,000

STAFF RECOMMENDATION:

Staff recommends that City Council approve the Cultural and Arts Commission recommendation awarding a sponsorship grant to Culturas Music and Arts in the amount of \$13,000 from the City of Coachella’s Art in Public Places Program to restore the art mural walls along Shady Lane between Bagdad Street and Avenue 52. This item was previously approved by the Cultural and Arts Commission at its meeting held on September 21, 2021 with the condition that Culturas Music and Arts brought back the rendering for the blank space available on the Shady Lane Mural wall. Culturas Music and Arts brought back the rendering and the Cultural and Arts Commission recommended this item for Council’s final approval at its meeting held on September 27, 2022.

BACKGROUND:

On January 1, 2011, the City Council approved Ordinance No. 1034 establishing an Art in Public Places Program and implementing a new development impact fee for certain new construction, remodeling and reconstruction of public art installations. The purpose of the Art in Public Places ordinance is to develop and maintain a visual arts program for the residents and visitors of Coachella, to add to the economic vitality of the community, and to enhance the environment and unique character of Coachella by providing for the acquisition and maintenance of quality works of public art.

DISCUSSION/ANALYSIS:

The submitted proposal is to restore the existing art murals along Shady Lane between Bagdad Street and Avenue 52. Last November marked the tenth anniversary of the installation of the murals. Each mural that needs to be repainted is 50’ x 6’ in size and Culturas Music and Arts intends to clean and reseal them with anti-graffiti sealer. It is the intention of Culturas Music and Arts to have the original artists work on restoring their respective murals, if they are available—otherwise, other local artists will be sought. The original murals were painted using Nova Color Paint, which is the best paint product in the industry to use on outdoor murals. One mural will be repainted and it is the “low rider” mural, which will be painted by an artist named Alvarez Ink (sample works below)

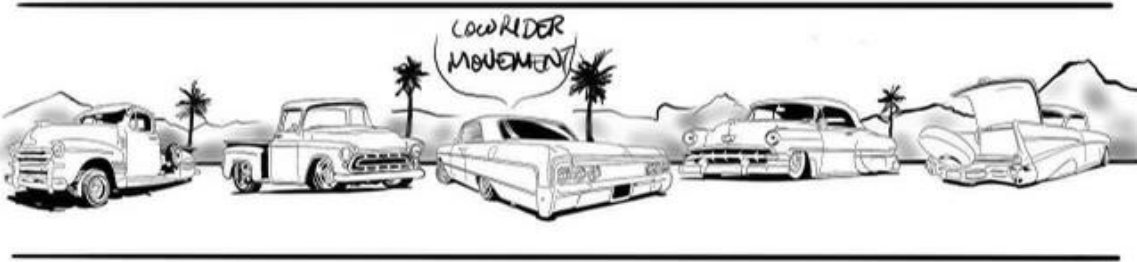
According to Culturas Music and Arts, the Shady Lane Murals are the oldest Chicano public art murals in the State of California. The Shady Lane Murals are a beloved public art landmark for the community because they depict the community’s history and heritage., which might explain why it has escaped all the graffiti and tagging it used to get for nearly a decade.

Budget

Installation Costs – Labor (Artists Stipends)	\$4,000
Fabrication Costs – Materials	\$1,000
Fabrication Costs – Paint	\$5,000
Fabrication Costs – Resealing	\$3,000

TOTAL \$13,000

Rendering for available mural space (by artist Alvarez Ink)



Samples of art works by Artist



A Segment of the Shady Lane Murals



ALTERNATIVES:

1. Not Approve an Art in Public Places Program Proposal to Restore the Shady Lane Murals by Culturas Music and Arts in the Amount of \$13,000
2. Provide Alternative Direction

FISCAL IMPACT:

If the City Council approves the staff recommendation, the \$13,000 will be appropriated from the Special Revenue Funds (130) – Development Impact Fees for Public Art for Fiscal Year 2022-23.



STAFF REPORT
10/12/2022

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Memorandum of Understanding (MOU) with Twenty-Nine Palms Mission Indians in Regards to the Dillon Road Corridor Improvement Project

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Memorandum of Understanding (MOU) with Twenty-Nine Palms Bands of Mission Indians and the City of Coachella in regards to the Dillon Road Corridor Improvement Project

BACKGROUND:

The Twenty-Nine Palms Band of Mission Indians (“Tribe”) is a federally recognized Indian tribe, and is empowered and authorized to contract on its own behalf. The Tribe operate and owns the Spotlight 29 Casino located at 46200 Harrison Place, Coachella, CA 92236.

The Tribe are descendants of the Chemehuevi people, a peaceful and nomadic Tribe whose territory once covered parts of California, Utah, Arizona, and Southern Nevada. The Twenty-Nine Palms Band settled at the sacred site known as the Oasis of Mara, located near the town of Twenty-nine Palms, California. With the European occupation of the West, many Tribal members were relocated to the Coachella Valley and Banning Pass areas. The Twenty-Nine Palms Reservation was established by the Executive Order of 1895 in Twenty-nine Palms, CA. The Reservation was expanded in 1979 with an additional parcel in Coachella, California.

Today, the Tribe has established business enterprises and governmental operations on its sovereign lands, with Spotlight 29 Casino and the Tribal Government Offices near the city of Coachella, and Tortoise Rock Casino near the town of Twenty-nine Palms. The Tribe provides employment to over 700 people, contributes to the community through charitable contributions, and supports the Tribe’s government operations and programs. The Tribal Administration manages all the tribal affairs and general welfare programs for the tribal membership. The Tribe has obtained several federal grants and has demonstrated its capability in managing programs that support its infrastructure.

DISCUSSION/ANALYSIS:

This Agreement is being entered into for the purpose of establishing communication and

coordination between the Tribe and Coachella on construction and maintenance work on the portion of Dillon Road within the Reservation lands of the Tribe. It is not intended to limit or otherwise alter, enhance, or limit the respective jurisdiction of either the Tribe or Coachella.

This Agreement does not authorize exchange of currency, regardless of the source, between the two parties. Rather, the Parties will continue discussions, in good faith, and develop further commitments regarding their respective contributions and cost and resource sharing on the Dillon Road Corridor Improvement Project. The Parties commit to engage in regular government-to-government meetings to review the planning, construction, and financial investments for the Dillon Road Corridor Improvement Project at no less than monthly intervals. During such meetings, the Parties commit to providing appropriate decision-making personnel in attendance.

The Parties agree that the Dillon Road Corridor Improvement Project will include the following elements:

- (a) Improved traffic signalization, signage, and other traffic control devices.
- (b) Beautification and landscaping of the center medians and along the road frontage.
- (c) Dillon Road Bridge replacement.
- (d) Lane expansion from four to six lanes of traffic.
- (e) Improvements to Dillon Road intersections with CV-Link, crosswalks, and green path.
- (f) Dedicated turn-in/turn-out locations, lanes and construction of new entrance to Spotlight 29 Casino.
- (g) Improvements to utility infrastructure.
- (h) Beautification and landscaping to Dillon Road interchanges with Interstate 10 and Highway 86.

The Parties agree that further discussions on the Dillon Road Corridor Improvement Project may result in further amendment to the items listed above.

ALTERNATIVES:

1. To not approve MOU and provide new direction to Staff

FISCAL IMPACT:

No Fiscal Impact

ATTACHMENT(S):

- Memorandum of Understanding (MOU) Agreement with Attachment “A”

**TWENTY-NINE PALMS BAND OF MISSION INDIANS
AND
CITY OF COACHELLA**

**MEMORANDUM OF UNDERSTANDING (MOU)
REGARDING THE DILLON ROAD CORRIDOR IMPROVEMENT PROJECT**

1. INTRODUCTION

This Memorandum of Agreement (“**Agreement**”) is entered into by the Twenty-Nine Palms Band of Mission Indians (“**Tribe**”) and the City of Coachella (“**Coachella**”) (individually “**Party**”, collectively “**Parties**”) for the purpose of establishing the Parties’ commitment to and responsibilities for certain construction and maintenance activities for a section of Dillon Road that traverses on the Reservation lands of the Tribe (“**Dillon Road Corridor Improvement Project**”).

This Agreement shall be effective as to the Tribe and Coachella on the date of adoption of the corresponding Resolution authorizing the Agreement by the Tribe and Coachella (the “**Effective Date**”).

2. AUTHORITY

This Agreement is entered into under the authority granted to each party by its respective governing body to enter into written agreements.

The City of Coachella is a public agency authorized and empowered to contract for the joint exercise of powers under Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California.

The Twenty-Nine Palms Band of Mission Indians is a federally recognized Indian tribe, and is empowered and authorized to contract on its own behalf.

3. SCOPE OF AGREEMENT

This Agreement is being entered into for the purpose of establishing communication and coordination between the Tribe and Coachella on construction and maintenance work on the portion of Dillon Road within the Reservation lands of the Tribe. It is not intended to limit or otherwise alter, enhance, or limit the respective jurisdiction of either the Tribe or Coachella.

This Agreement does not authorize exchange of currency, regardless of the source, between the two parties. Rather, the Parties will continue discussions and develop further commitments regarding their respective contributions and cost and resource sharing on the Dillon Road Corridor Improvement Project.

3.1. ELEMENTS OF DILLON ROAD CORRIDOR IMPROVEMENT PROJECT

The Parties agree that the Dillon Road Corridor Improvement Project will include the following elements:

- (a) Improved traffic signalization, signage, and other traffic control devices.
- (b) Beautification and landscaping of the center medians and along the road frontage.
- (c) Dillon Road Bridge replacement.
- (d) Lane expansion from four to six lanes of traffic.
- (e) Improvements to Dillon Road intersections with CV-Link, crosswalks, and green path.
- (f) Dedicated turn-in/turn-out locations, lanes and construction of new entrance to Spotlight 29 Casino.
- (g) Improvements to utility infrastructure.
- (h) Beautification and landscaping to Dillon Road interchanges with Interstate 10 and Highway 86.

The Parties agree that further discussions on the Dillon Road Corridor Improvement Project may result in further amendment to the items listed above.

3.2. GOOD FAITH

This Agreement is mutually beneficial because the Dillon Road Corridor Improvement Project will ensure critical improvements to a key corridor that serves the communities of the Tribe and Coachella. Therefore, each of the Parties agrees to use good faith efforts to cooperatively share resources during the Dillon Road Corridor Improvement Project to enhance the working function of this portion of Dillon Road. This includes communication, coordination, and adhering to the established rules and regulations of each Party.

3.3. COMMITMENT TO ENGAGE IN PRODUCTIVE MEETINGS

The Parties commit to engage in regular government-to-government meetings to review the planning, construction, and financial investments for the Dillon Road Corridor Improvement Project at no less than monthly intervals. During such meetings, the Parties commit to providing appropriate decision-making personnel in attendance.

4. SUPERVISION

When personnel and/or equipment are furnished under this Agreement, the Party dispatching personnel and/or equipment shall have responsibility for supervising said personnel and/or equipment. The presiding policies and procedures of each Party shall prevail during their supervision of their respective resources. Personnel dispatched from either Party remains an employee of that Party and is subject to the personnel policies solely of that Party.

5. WAIVERS

Each Party (“**Indemnitor**”) hereby agrees to defend, indemnify and hold free and harmless

the other Party (“**Indemnitee**”) from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with the Indemnitor’s activities under this Agreement, including any Worker’s Compensation suits, liability, or expense, arising from or connected with services performed on behalf of Indemnitor by any person pursuant to this Agreement, whether such claims, damages, liabilities, costs and/or judgments are based upon alleged negligence, a dangerous condition of public property, or any other theory of liability. Indemnitor’s duty to indemnify Indemnitee shall survive the expiration or other termination of this Agreement as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

6. TERM AND TERMINATION

The Term of this Agreement shall commence on the Effective Date and renew automatically on each anniversary thereafter. Any Party hereto may terminate this Agreement at any time by giving thirty (30) days’ written notice of the intention to do so to the other Party. Such notice shall be sent to the governing body of the other Party.

7. BENEFIT STATUS

The Parties hereto recognize and agree that under this Agreement employee health and retirement benefits accrue in the manner prescribed by the employee's regular employment and are the responsibility of the regular employer as if the employee were performing the employee's regular duties. No additional benefits arise due to participation in assistance under this Agreement.

8. ASSIGNMENTS/SUBCONTRACTS

Except as expressly provided herein, the Parties hereto recognize and agree not to assign, sell, transfer, and subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the other Party hereto.

9. SUCCESSORS IN INTEREST

The provisions of this Agreement shall be binding upon and inure to the benefit of all Parties to this Agreement and to their respective successors and assigns.

10. COMPLIANCE WITH GOVERNMENT REGULATIONS

Each Party to this Agreement agrees to comply with federal laws, codes, and regulations applicable to the work performed under this Agreement.

11. FORCE MAJEURE

No Party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war, which is beyond the reasonable control of the Parties.

12. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Tribe and Coachella, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other.

13. SEVERABILITY

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

14. AMENDMENTS

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Parties hereto.

15. DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the United States of America as interpreted by the United States Federal Courts. However, the Parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution, except binding arbitration.

16. SIGNATURES

Each of the undersigned warrants and represents that he is duly authorized to execute this Agreement on behalf of his respective jurisdiction and to bind the staff representing such entity.

TWENTY-NINE PALMS BAND OF MISSION INDIANS

By: _____
Signature

_____ Date

Name: Darrell Mike _____

Its: Tribal Chairman _____

CITY OF COACHELLA

By: _____
Signature

_____ Date

Name: Steven Hernandez _____

Its: Mayor _____

Attachment "A" - Map of Maintenance Area

