

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA
AND TRANSPRO GROUP USA, INC**

THIS SECOND AMENDMENT (“Amendment”) is made and entered into as of January 22nd 2020 by and between the City of Coachella (“City”) and Transpo Group USA, Inc. (“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 28th 2018 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 \$45,000.00.
 - b. On or about December 12th 2018 the City and Consultant entered into that certain agreement entitled “First Amendment to Agreement between the City of Coachella and Transpo Group USA, Inc.” between the City and Consultant in the amount of \$8,000.00 for additional consulting services.
 - c. Due to previously unforeseen issues, the public outreach work has not commenced as anticipated and thus was not completed by the end of the agreement’s term, March 28, 2019. Accordingly, the Consultant has not received the \$8,000.00 compensation from the City.
 - d. The parties now desire to amend the March 28th 2018 Agreement as set forth in this Second 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 **Fifty Three Thousand Dollars (\$53,000.00)** without written approval of the City’s representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

“3.1.2 Term The agreement shall end on **May 31, 2020** unless extended by agreement amendment.”
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

TRANSPO GROUP

By: _____
William Pattison, City Manager

Title

By: _____
Carlos Campos, City Attorney

Attest: _____
City Clerk

Exhibit A
AMENDED SCOPE OF SERVICES

TASK 1: SAFE ROUTES TO SCHOOL PLAN AND WORKSHOP

Included in the ATP, Transpo will create a new list of Safe Routes to School (SRTS) projects for public schools in Coachella. The Team recognizes how critical key stakeholder feedback is when creating a SRTS Plan. Stakeholders provide firsthand insight on community needs and desires. This essential feedback provides the backbone of the plan.

Transpo proposes conducting a community-based meeting in the form of one SRTS workshop for all schools at one central location. We will present the project and provide a brief overview of the process. We will collect community feedback to identify key areas around the school with a focus on improving school routes and pathways that will promote more participation in active transportation. We will conduct the workshop in English and Spanish..



We will invite key stakeholders from the schools to attend. These stakeholders will include, but not be limited to:

- Parents
- Students
- Principals
- School facilities personnel
- Crossing guards
- Relevant City of Coachella Departments, such

as:

- City Manager's office
- Engineering
- Public Works
- Development Services
- Police
- Parks and Recreation



The workshop results will be used to identify intersections, missing sidewalks and other barriers to walking and bicycling to school. From this information, we will create plans to remedy safety problems at the schools.



The Team will develop solutions to remedy pedestrian-related issues along school routes at up to 12 locations. Pedestrian devices to be proposed at these intersections and corridors may include and are not limited to the following:

- High-visibility crosswalks
- Crossing islands
- Protected left signal phases
- Increased time on the pedestrian walk phase
- Advance stop / yield lines
- New or improved curb ramps
- Curb extensions
- Signs
- Roundabouts and traffic circles
- Traffic calming treatments such as, but not limited to, raised crosswalks, mini traffic circles, roundabouts, medians, islands and chicanes
- New or improved sidewalks
- New or improved crossings
- New or improved lighting



Each project will have a description of existing conditions, proposed recommendations, and a graphic illustrating the recommended treatments. We will recommend the appropriate treatments from the full pedestrian planning and traffic calming toolbox. In some cases, options will be given. We will recommend the most appropriate, effective, and efficient tools to meet the local needs. We will apply guidelines for marked and unmarked crosswalks at uncontrolled intersections developed from research of the Pedestrian and Bicycling Information Center, as well as those taught in the FHWA

Pedestrian Safety Design class by Ryan Snyder. Many locations will have a list of multiple devices to be used in combination, or to be phased in.

TASK 2: PUBLIC OUTREACH

Transpo Group proposes to hold two (2) Citywide Proposed Bicycle and Pedestrian workshops to obtain input from the community members and other stakeholders. The first workshop will be used to introduce the Plan and the process to the community. We will show the types of improvements that have been made in other cities. We will solicit information from attendees as to where they believe bikeways and improved bicycle parking is needed, as well as where pedestrian improvements are needed. We will do this through a mapping exercise where attendees will draw on large-scale aerial photos or maps. We will hold a second communitywide workshop near the end of the planning process to show our recommendations and get feedback.

For each of these workshops, we will depend on the City to reserve a venue and contact potential stakeholders. The workshops will be conducted in English and Spanish.

TASK 3: PRESENTATION TO THE PLANNING COMMISSION AND CITY COUNCIL

Transpo will present the ATP in two (2) public hearings. One will be before the Planning Commission and the other before the City Council. The ATP Plan will include the following components:

- Introduction
- Description of Public Outreach
- Existing Conditions Analysis
- Proposed Citywide Bicycle Network
- Safe Routes to School Plan
- Ongoing Programs Description
- Funding & Implementation Plan (includes Planning-Level Cost Estimates)

Transpo will also coordinate with City staff in preparing presentations to the Planning Commission and City Council.

Based on comments received, we will modify the Draft ATP to create the Final ATP.

Exhibit B
COST

The cost to complete this Amendment will be \$8,000. We will invoice monthly according to the percentage of the project completed.