

CITY OF COACHELLA

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, 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 (“City”) and GM Business Interiors, a corporation, with its principal place of business at 1099 W. La Cadena Drive, Riverside, CA 92501 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

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

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

2.3 Project. City desires to engage Consultant to render such services for the Corporate Yard Center Furnishing and Equipment project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **furnishing installation** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 25, 2023 to June 30, 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 "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates Ciana White, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent

and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Six Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$56,436.61)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of

per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

City
City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: **Maritza Martinez**

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

3.5.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

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

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall

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

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

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

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

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

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

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

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every

employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE.]

CITY OF COACHELLA

GM BUSINESS INTERIORS

By: _____
Gabriel D. Martin, PhD
City Manager

By: _____
Judi Harvey
VP of Administration

Attest:

By: _____
City Clerk

Approved as to Form:

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

EXHIBIT "A"
SCOPE OF SERVICES



elevate your workplace™



Project ID / Who & Where	Date:	Quotation
OPEN AREA WORKSTATIONS- MARITZA MARTINEZ	12/1/2022	208538

BILL TO:	851	SHIP TO:	
CITY OF COACHELLA 1515 SIXTH STREET		COACHELLA (ENTERPRISE WAY) CITY OF COACH 53462 Enterprise Way	
COACHELLA CA 92236		Coachella CA 92236	
MARITZA MARTINEZ Phone: (951)818-4239 Fax:		MARITZA MARTINEZ Phone: (951)818-4239 Fax:	

Product Counts:	Systems	8	Desk Units	0	Tables	0	Files	0	Chairs	0	Storage	0	Ancillary	0
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GRAND TOTAL	\$56,436.61
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Product Summary / Scope of Work

COUNTY OF ORANGE MASTER CONTRACT RCA-017-22010154

SUBORDINATE CONTRACT NUMBER:

CLIENT PO NUMBER:

G/M BUSINESS INTERIORS TAX ID: 95-2091271

PREVAILING WAGE

QUOTE FOR: (08) HERMAN MILLER CANVAS WORKSTATIONS WITH STORAGE, RAIL TILE AND WORK TOOLS AND G/M SERVICES

FOR: OPEN AREA WORKSTATIONS- MARITZA MARTINEZ

LEAD TIMES: 5-7 WEEKS

DUE TO PANDEMIC/SUPPLY CHAIN LOGISTICAL CONSTRAINTS AND HOLIDAY SEASON SCHEDULE, LEAD TIMES QUOTED TODAY WILL BE VARIABLE WITH POTENTIAL TO CHANGE AND ARRIVE LATER OR EARLIER THAN EXPECTED

SCOPE OF WORK:

Account Executive: Ciana White (ciwhite@gmbi.net)	Project PAS: Frances Arce
AMA: Jennifer Colindres(jcolindres@gmbi.net)	Page: 1

800-686-6583 800-686-6583 Fax: 951-684-0837
 G/M Business Interiors
 1099 W. La Cadena Drive, Riverside CA, 92501
<http://www.gmbi.net>

- 1) G/M TO RECEIVE AND INSPECT PRODUCT
- 2) G/M TO BRING TO SITE AND SET HERMAN MILLER IN PLACE.
- 3) PLEASE CONTACT MARITZA MARTINEZ TO SCHEDULE SERVICES

****DESIGN SERVICES BREAKDOWN****

PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (7.25) HRS @ \$50/HR = \$362.50

CUSTOMER NET TOTAL: \$56,436.61

****NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND**

G/M		Quotation # 208538				
BOM						
A	Who/What/Where		List	List Ext	Sell	Sell Ext
LOT	1	OPEN AREA	153,055.00	153,055.00	51,562.40	51,562.40
Description:			Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
(08) HERMAN MILLER CANVAS WORKSTATIONS WITH STORAGE, RAIL TILE AND WORK TOOLS			.00	.00	.00	.00
BOM: See Attached Bill of Materials						
Piece Count: 600						

Account Executive: Ciana White (ciwhite@gmbi.net)

AMA: Jennifer Colindres (jcolindres@gmbi.net)

Project PAS: Frances Arce

Page: 2

800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors

1099 W. La Cadena Drive, Riverside CA, 92501

<http://www.gmbi.net>

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
LOT	1	Z G/M Services			.00	.00	.00	.00	
Description:				Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee		
<p>G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.</p> <p>G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors, field checks, monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.</p> <p>G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.</p> <p>G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.</p> <p>G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at warranty@gmbi.net</p>				.00	.00	.00	362.50		
<p>BOM: See Attached Bill of Materials</p> <p>Piece Count:</p>									

Account Executive: Ciana White (ciwhite@gmbi.net)
 AMA: Jennifer Colindres (jcolindres@gmbi.net)

Project PAS: Frances Arce
 Page: 3

Featured Product of the Month



G/M accepts credit cards at 0% for purchases up to \$10,000
Purchases over \$10,000 requires a surcharge of 2.75%

Product Subtotal:	\$51,562.40
Services (Taxable)	\$0.00
Freight (Taxable)	\$0.00
Services (Non-Taxable)	\$0.00
Design Services (Non-Taxable)	\$362.50
Taxable Subtotal:	\$51,562.40
Non-Taxable Subtotal:	\$362.50
Sales Tax (8.750%)	\$4,511.71
Total:	\$56,436.61

Terms:

Net 30 Days 100% \$56,436.61

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a "ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month's handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

Approved by:

Signature

Print Name/Title

Date

Account Executive: Ciana White (cwhite@gmbi.net)
AMA: Jennifer Colindres (jcolindres@gmbi.net)

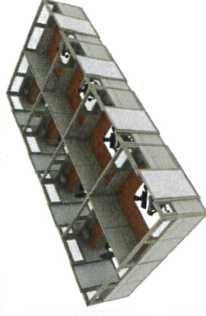
Project PAS: Frances Arce
Page: 4



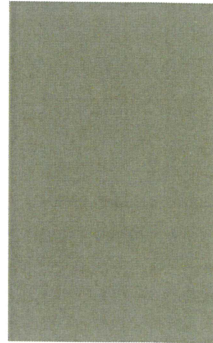
City of Coachella

Quote# 208538

Open Area



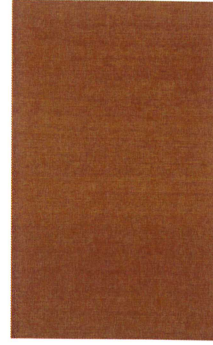
Herman Miller
Canvas Workstations



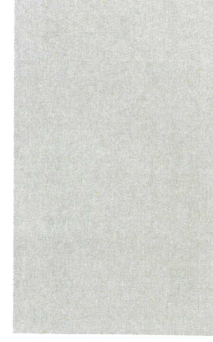
Frame /Rail Tile/ Storage
Finish : Warm Grey Neutral



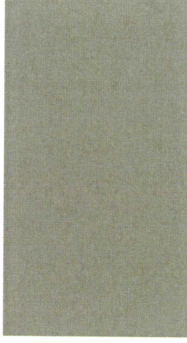
Fabric Tiles
Chain Spring Wood



Laminate Tops
Aged Cherry



Privacy Door Finish
Opal Frosted



Paper Trays Finish
Warm Grey Neutral



Storage Pull Detail
Standard

Glass Finish: Clear

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

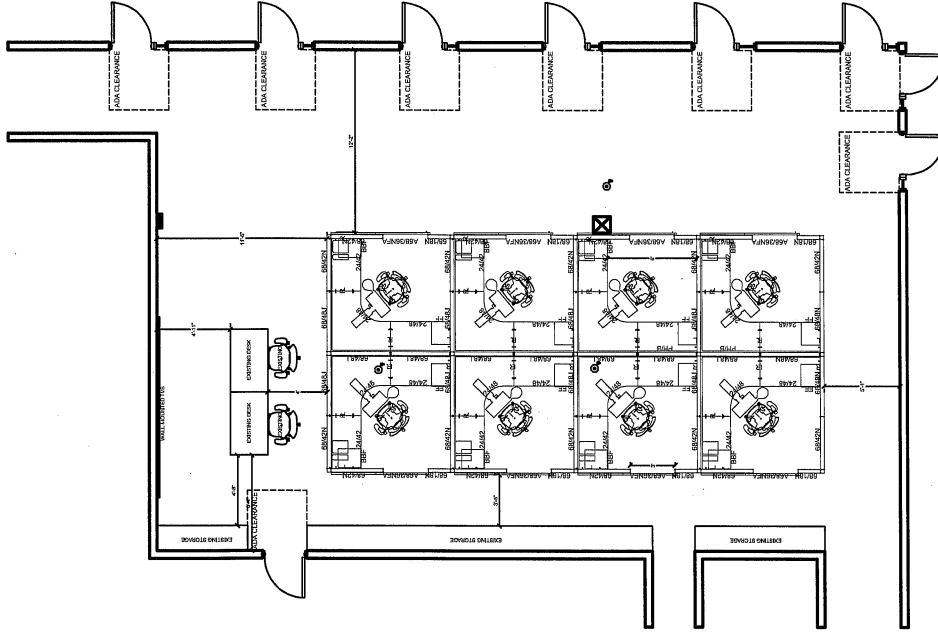


Reinvents your workplace.



CITY OF COACHELLA 53462 ENTERPRISE WAY COACHELLA CA 92236 FLOOR 1		PROJ # 208338 DATE 11-11-2022 A/E CHANA WHITE P/S: FRANCES ARCE D/R: - D/WG: F4/CL002-1	REVISIONS 001 06.15.2022 002 10.13.2022 003 004 005 006 007 008 009	DRAWING TITLE: ENLARGED PLAN SCALE: 1/8"=1'-0" SHEET #: IF401
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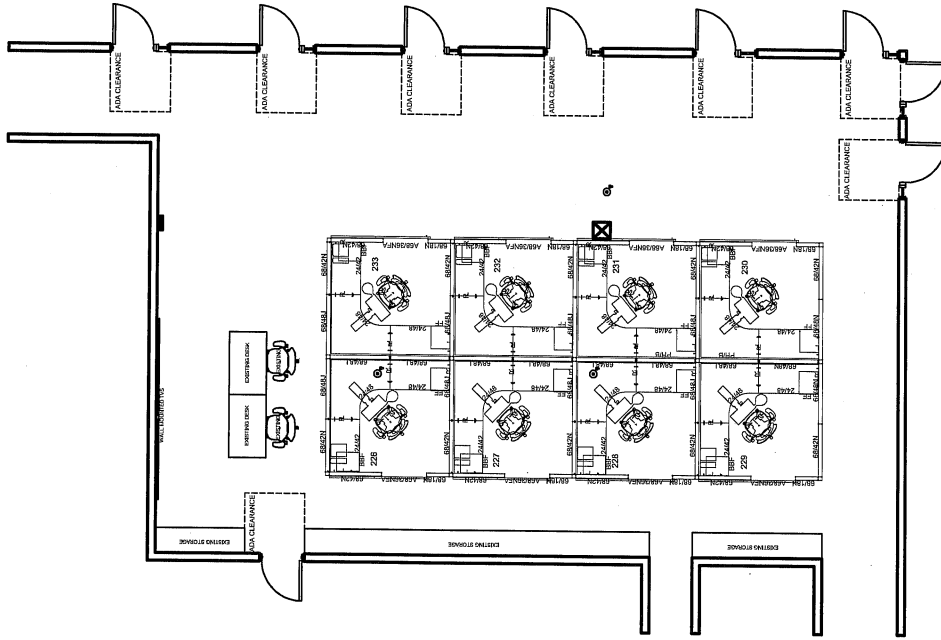
WORKSURFACES TO BE @28.5" HIGH



elevate your workplace™

CITY OF COACHELLA		53462 ENTERPRISE WAY COACHELLA CA 92236 FLOOR 1	
PROJ.#	208538	DATE	11.11.2022
AE:	CHANA WHITE	PAS:	FRANCES ARCE
DIR:		DWG:	
REVISONS		F-CR008H-1	
001	09.26.2022		
002	10.13.2022		
003			
004			
005			
007			
008			
009			
010			
DRAWING TITLE			
ENLARGED KEY PLAN			
SCALE:			
1/8"=1'-0"			
SHEET #:			
IF401K			

www.gmbi.net



WORKSURFACES TO BE @28.5" HIGH



elevate your workplace.

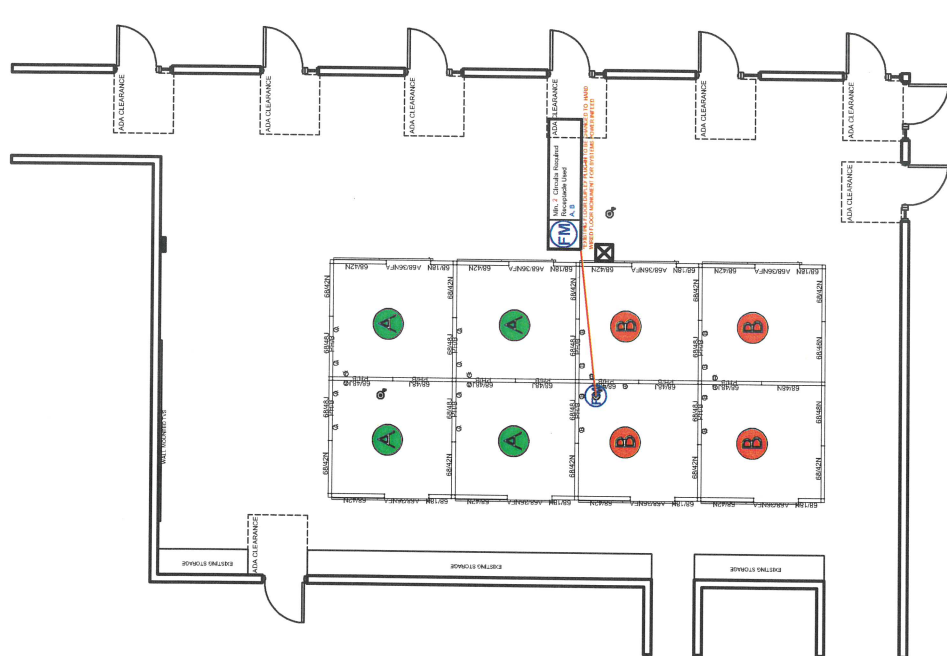
CITY OF COACHELLA
 52482 ENTERPRISE WAY
 COACHELLA CA 92236
 FLOOR 1

PROJ # 208536
 DATE 11.11.2022
 AE: CIANA WHITE
 PAS: FRANCES ARCE
 DPC:
 DWG: P-DC-SHM-01

REVISIONS
 001 07.09.2022
 002 10.13.2022
 004
 006
 007
 008
 009

DRAWING TITLE
 OVERALL ELEC PLAN
 SCALE: 1/8"=1'-0"
 SHEET #:
IF401E

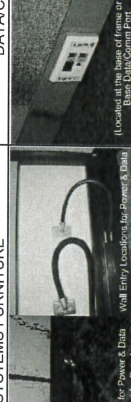
www.gimbi.net



ELECTRICAL LEGEND - SYSTEMS FURNITURE

Symbol	Description
[P]	Power Pole
[R]	Receptacle
[S]	Switch
[T]	Thermostat
[FM]	Floor Mount
[PT]	Pole thru
[W]	Wall J-Box

ELECTRICAL CONDITIONS - SYSTEMS FURNITURE



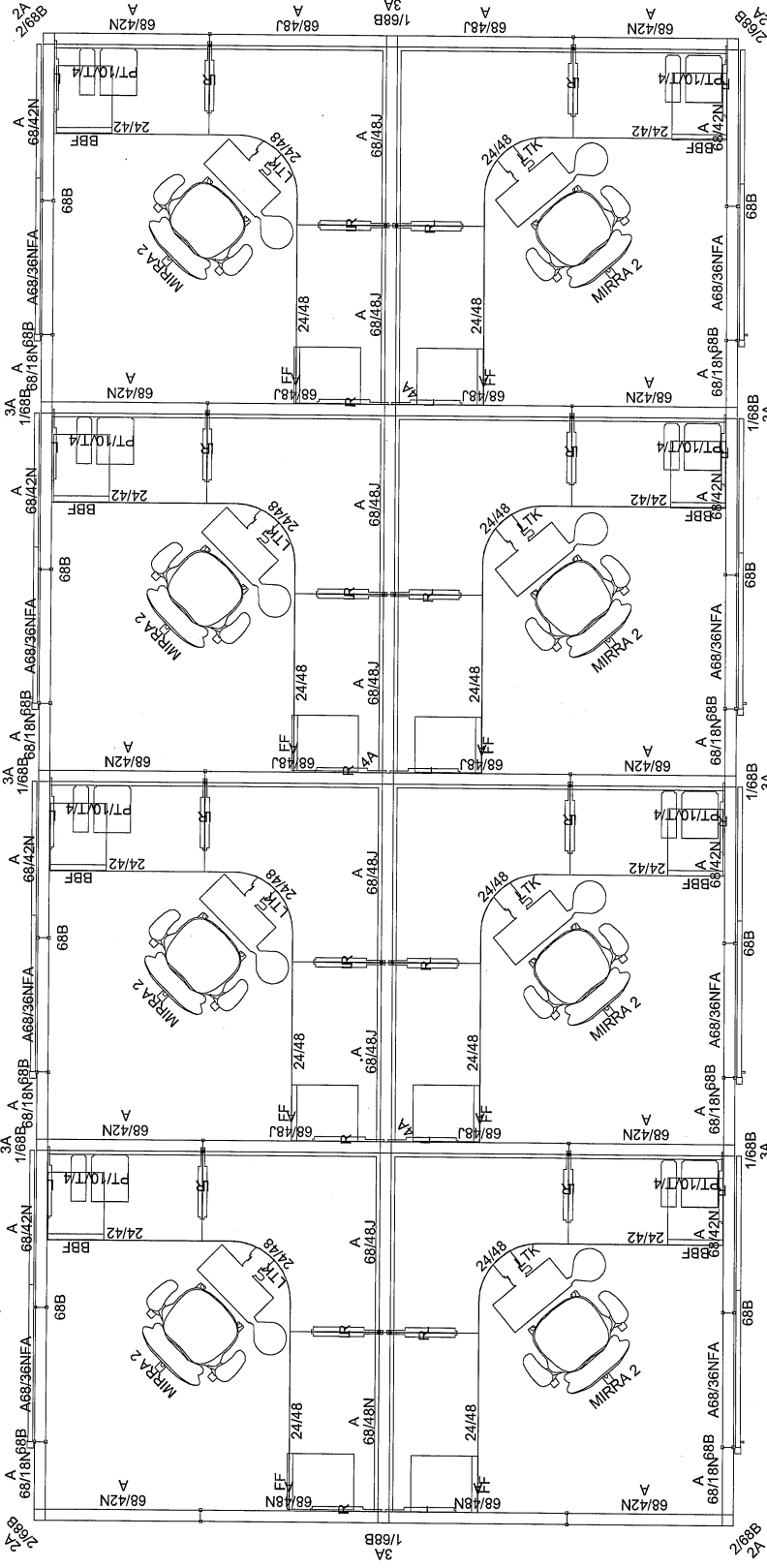
DATA/COMM CONDITIONS - SYSTEMS FURNITURE



(Located at the base of frame / or panel)
 Base Data Comm Port Available for All Systems

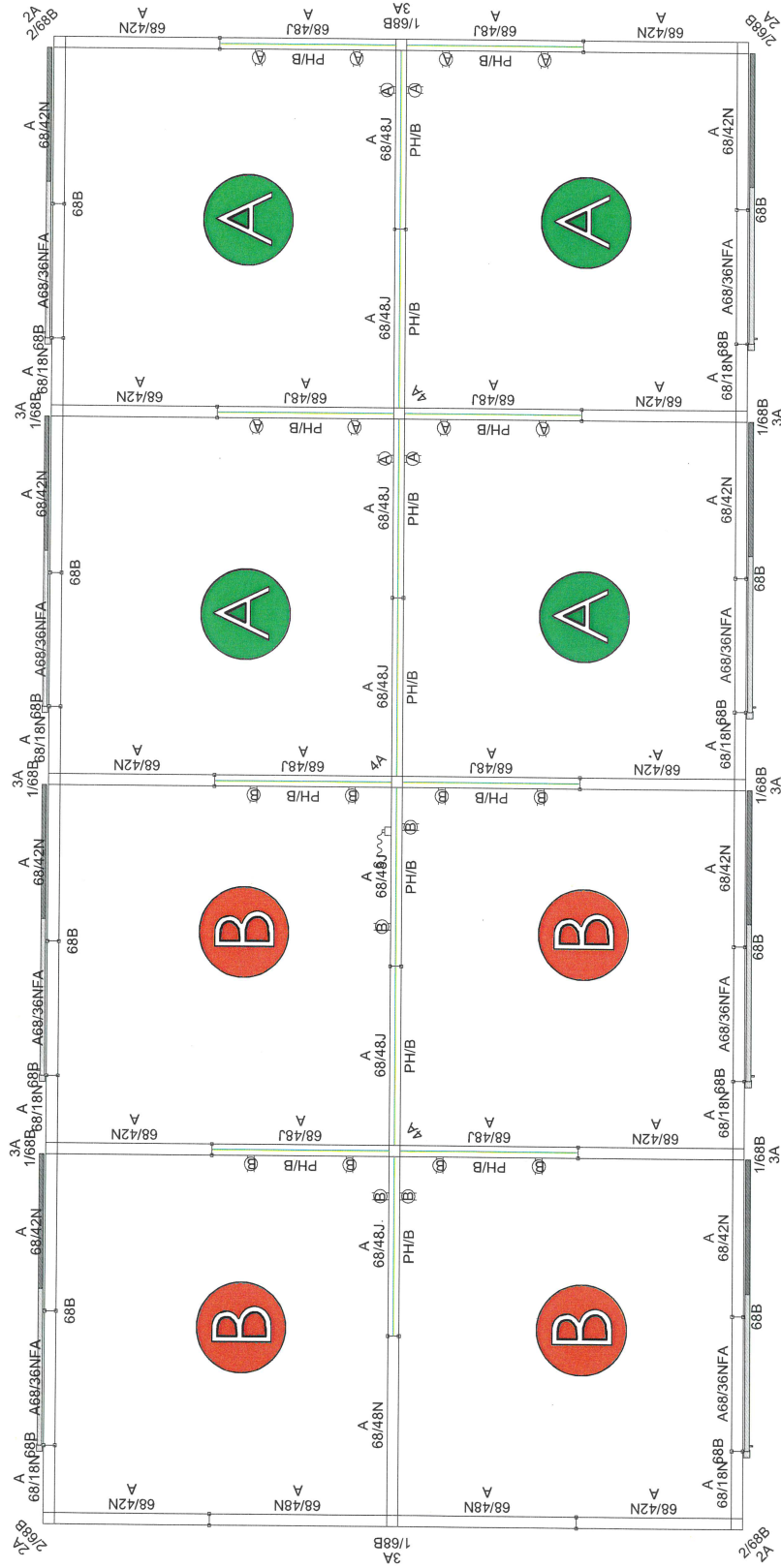
(Call back includes above of below the work)
 Cables to be installed above of below the work
 Cable Management System (Call back includes above of below the work)
 Cables to be installed above of below the work
 Cable Management System (Call back includes above of below the work)
 Available for Ethernet & Video Systems Available for Ethernet & Video Systems

Component Plan



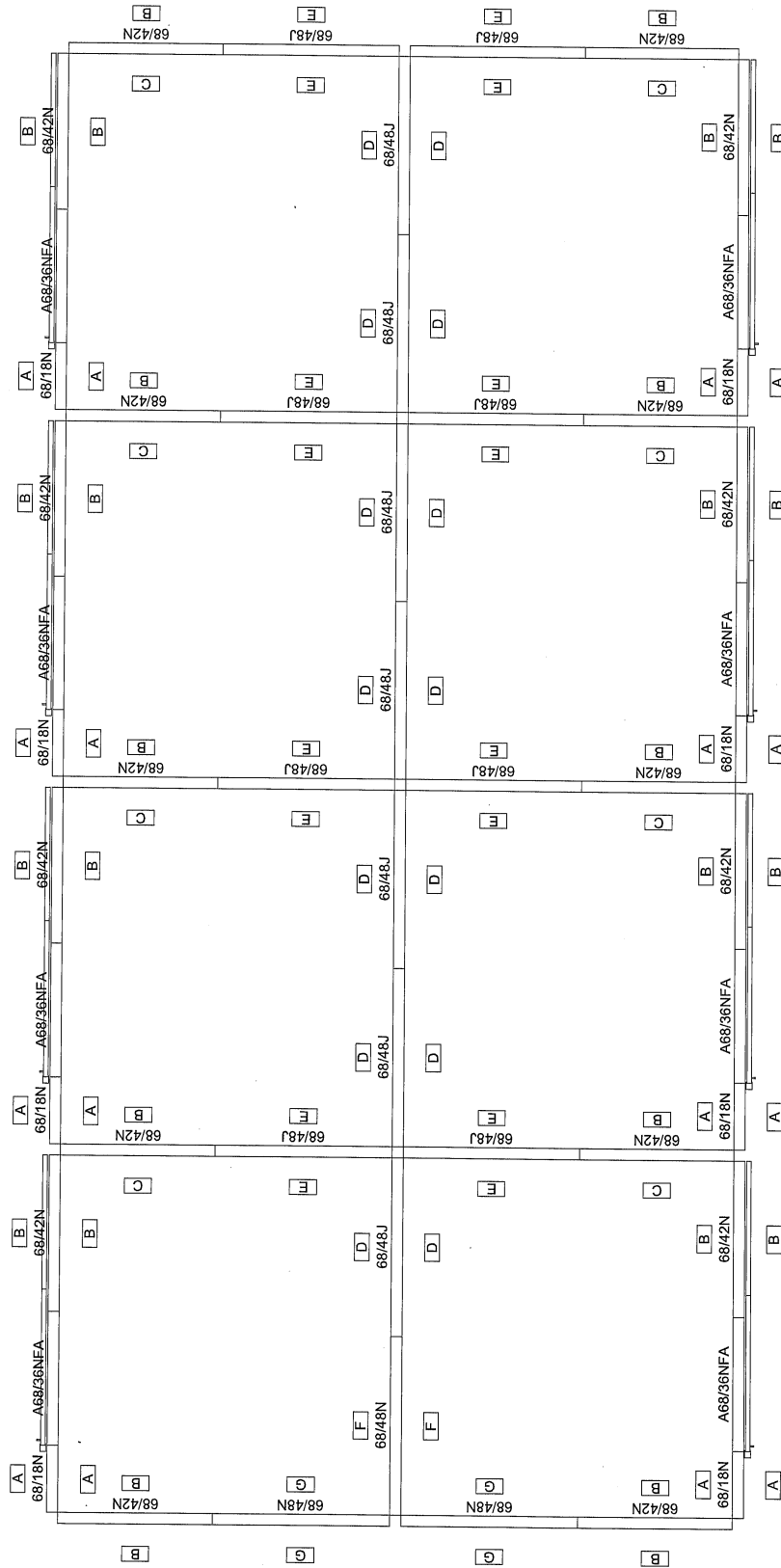
DRAWING TITLE:	Component Plan
SCALE:	1/4"=1'-0"
SHEET #:	IF801.C001

Electrical Plan



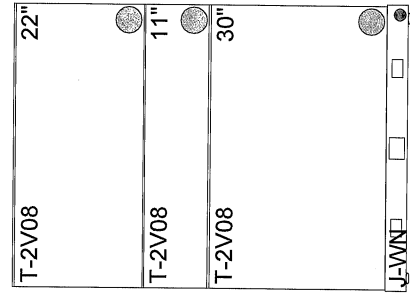
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SCALE:	1/4"=1'-0"
SHEET #:	IF801.C001E

Structure & Tile Plan

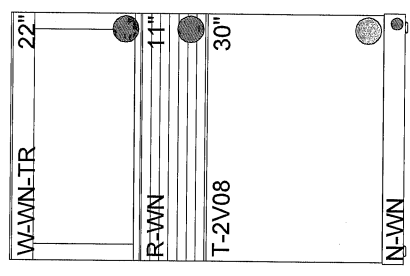


DRAWING TITLE:	Structure & Tile Plan
SCALE:	1/4"=1'-0"
SHEET #:	IF801.C001S

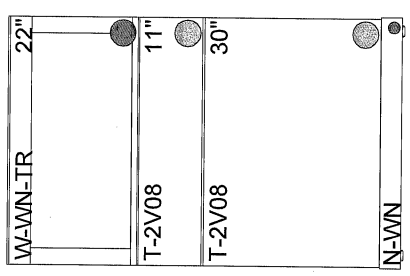
Tile Elevations



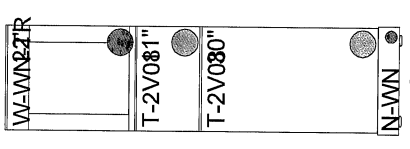
A
Qty: 16
H:68 W:18



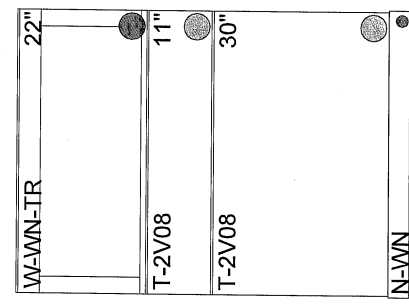
B
Qty: 28
H:68 W:42



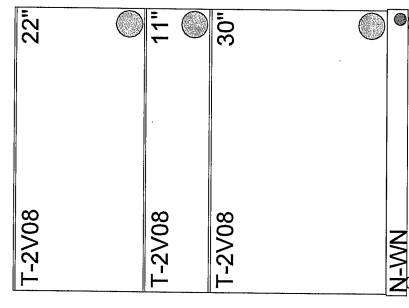
C
Qty: 8
H:68 W:42



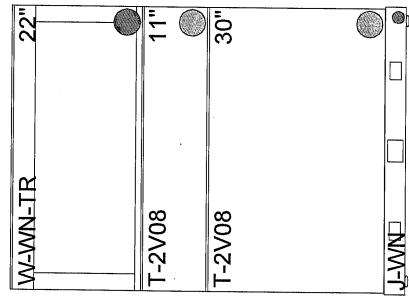
D
Qty: 14
H:68 W:48



E
Qty: 4
H:68 W:48



F
Qty: 2
H:68 W:48



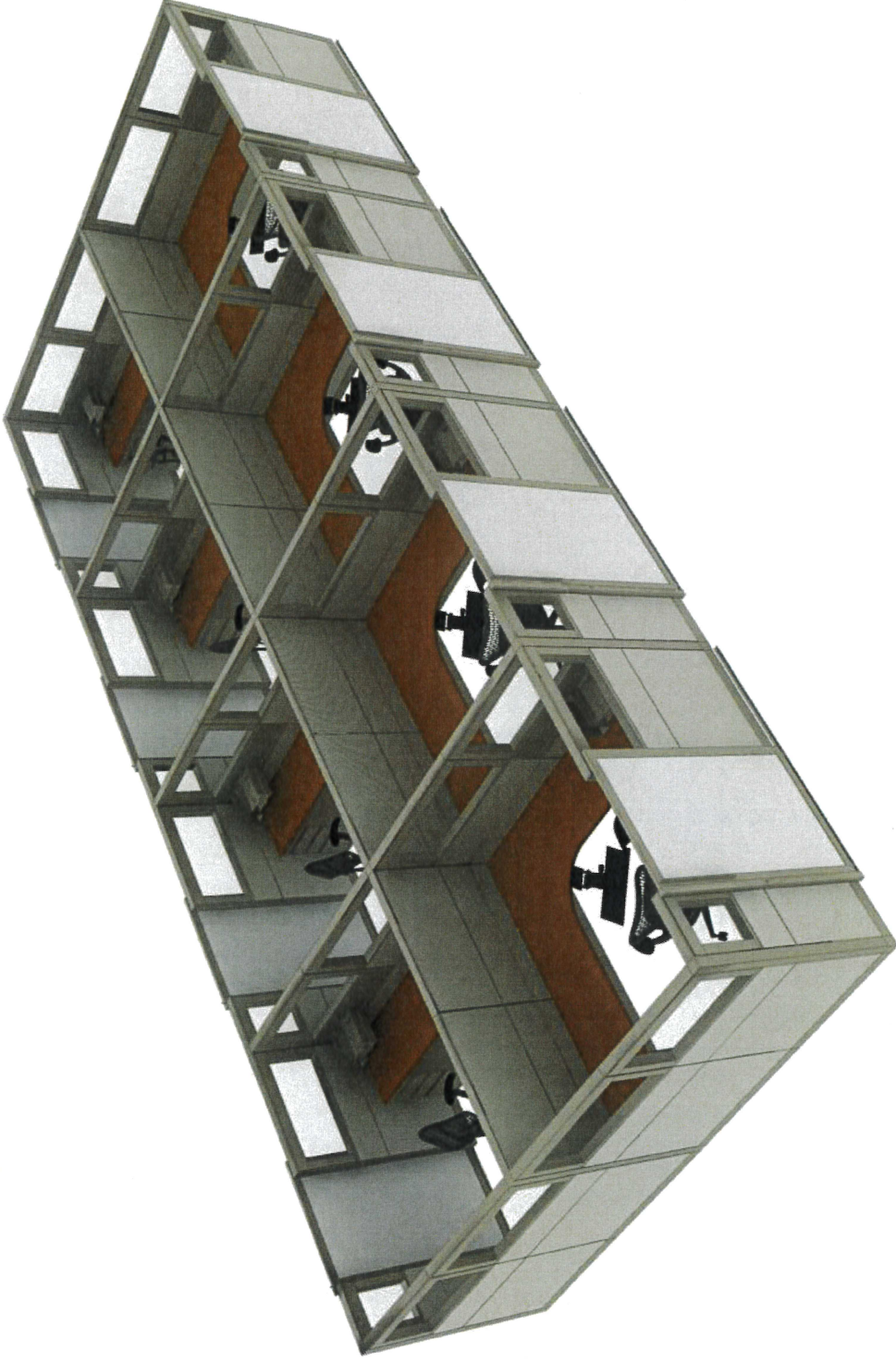
G
Qty: 16
H:68 W:48



DRAWING TITLE:	Tile Elevations
SCALE:	N.T.S.
SHEET #:	IF801.C001T

Tile Legend	
R-WN	@warm grey neutral
T-2V08	*chain spring wood
W-WN-TR	@warm grey neutral *clear

3D View



DRAWING TITLE:	3D View
SCALE:	N.T.S.
SHEET #:	IF801.C001Z

3D View - Interior



DRAWING TITLE:	3D View
SCALE:	N.T.S.
SHEET #:	IF801.C001Z



CITY OF COACHELLA

12/1/2022

OPEN AREA WORKSTATIONS- MAR

4:27:04 PM

Quote # 208538

Department: OPEN AREA

PO #

Sales Order #

Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
ELEVATE								
1	8		GMSPW Elevate™ Surge Protector	82.00	656.00	26.09	208.72	%
			• WHITE					
			Tag: OPEN AREA					
HERMANMILLER								
2	8		F16-1518-FF Ped,Freestd Std Pull,F/F 15W 18D	854.00	6,832.00	438.96	3,511.68	48.60 %
			XS • textured paint on smooth steel					
			WN • warm grey neutral					
			T2 • 1 1/4"-high painted metal top with squared edge					
			KA • keyed alike					
			B2 • 1 1/2"-high base					
			CB • counterweight					
			C • standard compressor					
			Tag: OPEN AREA					
3	8		F16-1518-BBF Ped,Freestd Std Pull,B/B/F 15W 18D	888.00	7,104.00	456.43	3,651.44	48.60 %
			XS • textured paint on smooth steel					
			WN • warm grey neutral					
			T2 • 1 1/4"-high painted metal top with squared edge					
			KA • keyed alike					
			B2 • 1 1/2"-high base					
			CB • counterweight					
			C • standard compressor					
			Tag: OPEN AREA					
4	10		FT183.2248 Tile,Upper Window 22H 48W	584.00	5,840.00	185.30	1,853.00	68.27 %
			WN • warm grey neutral					
			TR • clear					
			WN • warm grey neutral					
			Tag: OPEN AREA					
5	18		FT183.2242 Tile,Upper Window 22H 42W	546.00	9,828.00	173.25	3,118.50	68.27 %
			WN • warm grey neutral					
			TR • clear					
			WN • warm grey neutral					
			Tag: OPEN AREA					



CITY OF COACHELLA

12/1/2022

OPEN AREA WORKSTATIONS- MAR

4:27:04 PM

Quote # 208538

Department: OPEN AREA

PO #

Sales Order #

Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
6	8		FT183.2218	427.00	3,416.00	135.49	1,083.92	68.27 %
			Tile,Upper Window 22H 18W					
		WN	•	• warm grey neutral				
		TR	•	• clear				
		WN	•	• warm grey neutral				
		Tag: OPEN AREA						
7	4		FT118.6836AR6NFA	4,769.00	19,076.00	1,513.20	6,052.80	68.27 %
			Privacy Door,translucent Plastic,rgt door attach, in-line frm attach 68H 36W					
		KA	•	• keyed alike				
		WN	•	• warm grey neutral				
		J9	•	• opal frosted				
		Tag: OPEN AREA						
8	4		FT118.6836AL6NFA	4,769.00	19,076.00	1,513.20	6,052.80	68.27 %
			Privacy Door,translucent Plastic,lft door attach, in-line frm attach 68H 36W					
		KA	•	• keyed alike				
		WN	•	• warm grey neutral				
		J9	•	• opal frosted				
		Tag: OPEN AREA						
9	8		FTS21.2448LF	680.00	5,440.00	215.76	1,726.08	68.27 %
			Concave Corner Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 48W, Frame Atch					
		HX	•	• aged cherry				
		HX	•	• aged cherry				
		Tag: OPEN AREA						
10	8		FTS10.2448LF	437.00	3,496.00	138.66	1,109.28	68.27 %
			Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 48W, Frame Atch					
		HX	•	• aged cherry				
		HX	•	• aged cherry				
		Tag: OPEN AREA						
11	8		FTS10.2442LF	401.00	3,208.00	127.24	1,017.92	68.27 %
			Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, Frame Atch					
		HX	•	• aged cherry				
		HX	•	• aged cherry				
		Tag: OPEN AREA						



CITY OF COACHELLA 12/1/2022
 OPEN AREA WORKSTATIONS- MAR 4:27:04 PM
 Quote # 208538
 Department: OPEN AREA
 PO #
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
12	16		FT181.2248T	195.00	3,120.00	61.87	989.92	68.27 %
			Upper Tile, Tackable Fabric 22H 48W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
13	36		FT181.1148T	139.00	5,004.00	44.10	1,587.60	68.27 %
			Upper Tile, Tackable Fabric 11H 48W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
14	28		FT181.1142T	131.00	3,668.00	41.57	1,163.96	68.27 %
			Upper Tile, Tackable Fabric 11H 42W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
15	16		FT181.1118T	100.00	1,600.00	31.73	507.68	68.27 %
			Upper Tile, Tackable Fabric 11H 18W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
16	8		FT175.1142M	278.00	2,224.00	88.21	705.68	68.27 %
			Rail Tile,Middle 11H 42W					
		WN	•		• warm grey neutral			
		WN	•		• warm grey neutral			
		Tag: OPEN AREA						
17	36		FT170.3048T	241.00	8,676.00	76.47	2,752.92	68.27 %
			Lower Tile, Tackable Fabric 30H 48W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
18	36		FT170.3042T	226.00	8,136.00	71.71	2,581.56	68.27 %
			Lower Tile, Tackable Fabric 30H 42W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
19	16		FT170.3018T	177.00	2,832.00	56.16	898.56	68.27 %
			Lower Tile, Tackable Fabric 30H 18W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						



CITY OF COACHELLA

12/1/2022

OPEN AREA WORKSTATIONS- MAR

4:27:04 PM

Quote # 208538

Department: OPEN AREA

PO #

Sales Order #

Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
20	8		Y7217.4 Vertical Tray 4W	57.00	456.00	28.03	224.24	50.83 %
			WN					
			Tag: OPEN AREA					
21	16		Y7216.10 Paper Tray 10W	48.00	768.00	23.60	377.60	50.83 %
			WN					
			Tag: OPEN AREA					
22	24		FT290.24R Surface Cantilever, for 20"-or 24" deep surface,rt-hnd	48.00	1,152.00	15.23	365.52	68.27 %
			WN					
			Tag: OPEN AREA					
23	24		FT290.24L Surface Cantilever, for 20"-or 24" deep surface,lft-hnd	48.00	1,152.00	15.23	365.52	68.27 %
			WN					
			Tag: OPEN AREA					
24	16		FT160.68BP Finished End,Base Cover Ptd 68H	102.00	1,632.00	32.36	517.76	68.27 %
			WN					
			Tag: OPEN AREA					
25	2		FT155.B 15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	254.00	508.00	80.59	161.18	68.27 %
			WN					
			Tag: OPEN AREA					
26	2		FT155.A 15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	254.00	508.00	80.59	161.18	68.27 %
			WN					
			Tag:					
26								%
			Tag:					

EXHIBIT "B"

SCHEDULE OF SERVICES

January 25, 2023 – June 30, 2023

EXHIBIT "C"

COMPENSATION

Shall not exceed \$56,436.61