

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 27th day of January, 2021 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 Egan Civil, Inc., a corporation with its principal place of business at 42945 Madio Street, Suite A, Indio, CA 92201 (“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 design 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 Pueblo Viejo Sustainable Transportation Project, City Project ST-130 (“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 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 27, 2021 to [*****INSERT ENDING DATE*****], 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: **Benjamin Egan, P.E., PLS.**

3.2.5 City's Representative. The City hereby designates **Andrew Simmons, P.E.**, 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 **Benjamin Egan, P.E., PLS**, 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 **One Hundred Fifty One Thousand Six Hundred Fifteen Dollars (\$151,615.00)** without written approval of the City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to 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:

Benjamin Egan, P.E., PLS
42945 Madio Street, Suite A
Indio, CA 92201

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Andrew Simmons, P.E.

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

EGAN CIVIL, INC.

By: _____
William B. Pattison
City Manager

By: _____
Benjamin Egan, P.E., PLS
Principal

APPROVED AS TO FORM:

By: _____
Carlos Campos
City Attorney

Attest:

Angela Zepeda
City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSAL



PUEBLO VIEJO SUSTAINABLE TRANSPORTATION PROJECT CITY PROJECT # ST-130



January 13, 2021





January 13, 2021

Mr. Andrew Simmons, PE
City Engineer
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

**RE: Proposal for Professional Design Services associated with the Pueblo Viejo Sustainable Transportation Project
City Project No. ST-130**

Egan Civil, Inc.
Primary Contact:
Benjamin Egan, PE, PLS
Address:
42945 Madio Street, Suite A
Indio, CA 92201
Phone: 760.404.7663
Cell Phone: 760.898.1106
Email: began@egancivil.com

Dear Andrew:

Egan Civil, Inc. is pleased to submit our Proposal for the **Pueblo Viejo – Sustainable Transportation Project**, within the City of Coachella. Egan Civils' staff and assembled team has significant experience in delivering projects for many of the Agencies within the Coachella Valley and we look forward to assisting the City with this project.

Egan Civil specializes in surveying, mapping, private project entitlement and civil engineering design services throughout the Coachella Valley. Most recently, Egan Civil is the Engineer of Record for the Pueblo Viejo Villas project in Coachella, which is directly related to several the proposed improvements associated with the proposed Sustainable Transportation Project. I will serve as the Project Manager responsible for the oversight, project management, engineering and delivery of all tasks associated with this contract. Providing public works project delivery expertise and assisting with the Project Management will be Brad Donais of **Heptagon Seven Consulting**. Brad brings over 26 years of experience in successfully delivering public works/roadway design related improvement projects. John Patterson of **GMP** will provide landscape architecture design and rounding out our main team members is John Cutler of **OPC** providing right of way acquisition services. We believe Egan Civil team is uniquely and extremely qualified to assist the City with this project based on our past experience specifically with the Pueblo Viejo Villas project as well as in public works program delivery process that we anticipate will be of great benefit to the City on this project.

How We Can Benefit the City. By selecting the Egan Civil Team, the City will be gaining an experienced team of proven professionals that has successfully delivered several projects with the similar unique circumstances as this project. Advantages that distinguish the Egan Civil Team are:

- ❖ **Local Knowledge.** Egan Civil, Heptagon Seven Consulting and GMP were all a part of the developer's design team on the Pueblo Viejo Villas and were instrumental in the development of the 6th Street Frontage and Mario Lazcano Court Plans.
- ❖ **Public Works Project Expertise.** Brad Donais, PE has over 26 years of experience in the area of public works project delivery and provides a hands-on proactive management and engineering approach.
- ❖ **Right Teaming Partners.** We have carefully selected each of our teaming partners on this project to ensure a good fit for the project. In addition, we believe our team is capable of successfully delivering this project on time and within budget as well as providing the City with the desired project result.

The following contains the required information on the Egan Civil Teaming partners. Both Heptagon Seven Consulting and GMP will be under subconsultant agreements with Egan Civil.

Heptagon Seven Consulting, Inc.
Brad Donais, PE, Principal
8413 E Baseline Road, Suite 106
Mesa, AZ 85209
Phone: 480.757.0997

GMP
John Patterson, LLA, Principal
4010 Sorrento Valley Blvd, Suite 200
San Diego, CA 92121
Phone: 858.558.8977

Overland Pacific & Cutler
John Cutler, Project Manager
3750 Schaufele Ave, Suite 150
Long Beach, CA 90808
Phone: 562.304.2000



Our proposal was prepared in compliance with the City's Request for Proposal (RFP). We have reviewed the sample Professional Services Agreement and have no requested changes. Additionally, we acknowledge the receipt of Addendum's #1 & #2 of the RFP. Furthermore, per the RFP, this proposal shall remain valid for 180 calendar days from the submittal date.

We sincerely appreciate the opportunity to provide the City of Coachella with our qualifications and we look forward to providing you with our high standards of quality, technical competence and responsiveness. Please do not hesitate to contact me if you have any questions or will need additional information on this matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Benjamin Egan', is written over a light blue horizontal line.

Benjamin Egan, PE, PLS
Principal

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QUALIFICATIONS, EXPERIENCE & REFERENCES

Firm Overview. Egan Civil, Inc., was established in 2015 with headquarters in Indio, California, specializes in providing Land Planning, Land Surveying, Civil Engineering and Project Management Services through a hands-on proactive management approach. Our staff has over 25 years of broad Civil Engineering and Project Management experience and is well suited to assist both public and private clients with most of their improvement plan delivery needs.

Egan Civil can manage a project from inception through design, bid and construction. Utilizing the current systems and processes, we can deliver projects that meet or exceed any client's goals for quality, cost and most importantly schedule. Egan Civils' commitment to our clients is the driving force in building a cooperative culture of continuous professional improvement.

Firm Financial Standing. Egan Civil is a financially stable company with no bankruptcy nor pending litigation. Furthermore, we do not have any known organizational conflicts of interest that may affect the ability of the firm or team to perform the duties assigned to us under this potential project.

Firm's Overall and Direct Experience. Egan Civil has experience providing Land Surveying, Civil Engineering and Project Management for projects consisting of a similar scope of work to the services being requested. The firm's Principal Engineer has provided Land Surveying Services including topography, road cross section, and mapping for Capital Projects throughout the Coachella Valley including within the City of Coachella. In addition, Egan Civil has prepared public improvement plans including grading, street improvement, signing and striping, traffic signal, and non-vehicular pathways throughout the Coachella Valley. Furthermore, Egan Civil has provided extensive utility coordination with Imperial Irrigation District and other utility purveyors for numerous projects in the valley and most recently has provided extensive coordination for the Chelsea Pueblo Viejo Villas Apartment project immediately adjacent to the proposed work limits.


Egan Civil will therefore serve as the prime consultant for this project due to their direct experience with both the ongoing Pueblo Viejo Villas project and several of the proposed Sustainable Transportation Project elements that are a part of this proposal. Egan Civil will provide overall project management, civil engineering and survey services on the project. Egan Civil Staff include licensed engineer, land surveyor, and GIS Professionals that have extensive experience working with local agencies and utility purveyors through our private development work.


Team Overview & Collaborations. The following is the team Egan Civil has assembled to assist the City of Coachella with the activities required to complete the engineering activities necessary for this project. As you will see, we have assembled a seasoned group of professionals who we believe will successfully complete any task order assigned to our team.



Heptagon Seven Consulting will provide the Egan Civil team with expertise in the area of public works project processing, construction document development, delivery and bidding. Our size provides us the ability to provide our clients with a select staff of hands on, proactive professionals, with the ability to successfully navigate through the project development process. Heptagon Seven will provide lead engineering, bid document development and team guidance on navigation of the project deliverables. Heptagon Seven and Egan Civil have a strategic partnership and have teamed on numerous projects throughout the Coachella Valley over the past 7 years.



 **Gillespie Moody Patterson, Inc. (GMP)** will provide the project with site landscaping and aesthetic elements. GMP is a multi-disciplinary, award-winning design firm focused on providing landscape architecture, land planning, and irrigation design solutions for a variety of public and private development projects. Founded in 1976, GMP is headquartered in San Diego, California. GMP is a service-oriented firm staffed with landscape architects, planners, irrigation designers, LEED Accredited Professionals and support staff who bring more than 70 years of combined experience to meet their client's needs.

 **Overland Pacific & Cutler, Inc. (OPC)** will provide the team with expertise in the area of right of way acquisition for the bike paseo. OPC, a full-service right of way (R/W) company, has been delivering acquisition and relocation projects throughout California since 1980. OPC is in a unique position of knowing how to interact within a public organization, as well as the private sector.

Representative Project and References

The following are references of Egan Civil Team. We strongly encourage you to contract the people listed below.

PUEBLO VIEJO VILLAS, PRIVATE MIXED-USE AFFORDABLE HOUSING PROJECT, COACHELLA CA

**REFERENCE: MR. DAVE DAVIS
CHELSEA INVESTMENT CORP
760.456.6000 EXT 173**

REFERENCE FOR: EGAN CIVIL AND GMP

This mixed use, affordable housing private development is located at the corner of 6th Street and Cesar Chavez in the City of Coachella. The 2.6-acre site will develop 105 residential affordable apartments along with over 3,000 SF of retail commercial space. The overall site design included onsite improvements for site grading, underground storm water retention, sewer and water main and service lines, and electrical backbone and service line coordination. In addition, the project required offsite improvements to 6th Street half street widening, full width street development for Mario Lazcano Court and a private storm drain system connecting to a new retention basin located on the future Transit Hub site. During the development of the Cesar Chavez to 4th Street connector (Mario Lazcano Court), the design team reviewed options for the Transit Hub site.



The project design was completed in April of 2020 and construction is estimated to be completed by the spring of 2022.

COACHELLA SENIOR CENTER ADDITION, COACHELLA CA

**REFERENCE: MR. JON HOY
FORMER CITY ENGINEER
CITY OF COACHELLA
760.895.7092**

Reference For: Heptagon Seven and Egan Civil

As a subconsultant to the ProWest Constructors, the Design Build Prime Contractor, Heptagon Seven provided civil engineering services for the 6th Street frontage and east side parking lot improvements. The 6th Street frontage improvements consisted on the installation of diagonal parking stalls, a small bus stop area and typical Pueblo Viejo intersection bulb out. The east side parking lot improvements consisted on maximizing the onsite parking spaces, addressing existing drainage concerns within the parking lot and providing for new ADA path of travel around the building and from the ADA parking stalls. Last of all, Heptagon Seven coordinated with Frontier on the undergrounding of their overhead facility along 6th Street.



DUNE PALMS ROAD WIDENING & LOW WATER CROSSING REPLACEMENT PROJECTS, LA QUINTA CA

REFERENCES: **MR. BRYAN MCKINNEY**
PUBLIC WORKS DIRECTOR / CITY ENGINEER

CITY OF LA QUINTA
760.777.7045

MR. NICK NICKERSON
CONSULTANT CITY CIP PROJECT MANAGER
NAI CONSULTING
760.323.5344



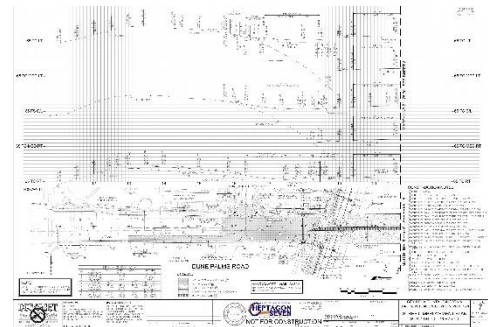
Reference For: Heptagon Seven, Egan Civil and OPC

Separated into two projects by the City, the Widening and Bridge Installation improvements along Dune Palms Road will complete both the street widening to provide a four lane general plan roadway section and remove the last low water crossing with the installation of a bridge over the Coachella Valley Stormwater Channel within the City of La Quinta.

The widening project expanded the roadway width to the ultimate section of 4 through lanes, a center left turn lane and bike lanes in both the north and southbound directions. Since the west side of the road was already fully developed by the school district, the road was widened to the east, which required right of way acquisition from three properties along with the acquisition and relocation of five mobile homes and their owners. Due to the widening improvements along the east side, the project required coordination with IID, Spectrum and Frontier on relocation of their facilities. For this project, the City partnered with IID to underground the overhead electrical lines within the project limits. The project was completed in the fall of 2019 at a cost of \$1.2 million with local and CVAG funding.

The second phase of the Dune Palms Road improvements is to remove the existing low water crossing and replace the crossing with a bridge. This portion of the project will provide a full street reconstruction along with widening Dune Palms Road to its ultimate general plan width, matching the street section from the northern widening project and changing the street profile to accommodate the proposed bridge.

Like the northern project, the bridge project required right of way acquisition from three property owners along with relocation of two mobile homes and the mobile home park managers house. In addition, coordination was required with IID, Spectrum and Frontier on the required utility relocations. Once again on this project, the City will be partnering with IID on providing a full undergrounding of their facilities within the project limits. Along with the required channel slope protection improvements, the project will also provide accommodations for the CV Link facility undercrossing of Dune Palms Road and trail connectors from the main CV Link to the Dune Palms Road bike lanes and pedestrian facilities. The project is currently on hold pending the Caltrans authorization for obligation of Federal Funding for construction Caltrans. In addition to the Federal Funding, this project has three additional funding sources, 100% City local funds, City / CVAG split and 100% CVAG. Due to the multiple funding sources associated with the project, the bid schedule and engineers estimate were broken down to accurately reflect the multiple funding mechanisms.



PROJECT TEAM

Team Personnel. Benjamin Egan, PLS, PE will serve as Project Manager for the Pueblo Viejo Sustainable Transportation Project. Supporting Ben as an Assistant Project Manager will be Brad Donais, Heptagon Seven Consulting. Ben has extensive experience and background knowledge on two the main areas associated with the project, Mario Lazcano Court extension and the 6th Street Corridor Improvements, as his firm was the engineer of record for the Pueblo Viejo Villas at the corner of 6th Street and Cesar Chavez Blvd. Along with his project manager responsibilities, Ben will provide surveying, mapping and engineering services.

Brad has extensive experience in the area of Public Works Engineering project delivery, having served as Project Manager and/or Lead Civil Engineer for over 60 capital improvement projects over the past sixteen years for various public agencies within the Coachella Valley totaling over \$175 million in construction costs. Through his experience on these projects, Brad has shown the ability to manage and engineer a large range of project types and complexities with various funding sources. Along with assisting Ben with project management activities, Brad will serve as the lead Civil Engineer. His work with IID in four recent public agency undergrounding projects, Dune Palm Road Widening, Dune Palm Road Bridge and Downtown Indio Phases 1 and 2, Brad has a firm understanding of the IID design process and what will be required of the City by IID for the proposed undergrounding work.





An important element of all civil improvement projects is ensuring that all plans are constructible. Lloyd Beaman, who will be overseeing and administering the quality control program and constructability review of all PS&E documents, has over 35 years of construction experience with an expertise in QA/QC reviews, construction practices and processes, materials and cost estimating. He has worked around the globe on projects ranging in both size and complexity.


Egan Civil and Heptagon Seven Consulting, through their strategic partnership, have been teaming on delivery of both public and private development projects over the past seven years. Egan Civil will provide supervision, coordination, design, monitor and review the proposed work efforts for conformance with City's Guidelines to ensure a successful completion of all projects. We believe the Egan Civil team possess the necessary skills, unique project understanding, capabilities and experience with the City to successfully deliver this project.

Providing aesthetic and landscaping design services will be Landscape Architect John Patterson of GMP. Most recently GMP provided landscape design services for the Pueblo Viejo Villas and the southern portion of Mario Lazcano Court, so they are familiar with the City's requirements per the Pueblo Viejo Revitalization Plan. Furthermore, Heptagon Seven, GMP and Egan Civil are currently under contract with SunLine Transit Agency on their Transit Hub site development project located along Mario Lozano Court.

Rounding out our primary design team members will be John Cutler of Overland Pacific & Cutler (OPC). John will provide all right of way acquisition needs for the project. John has a long history of providing agencies within the Coachella Valley including the City of Coachella on land acquisitions. Heptagon Seven and John have teamed on several projects requiring right of way acquisition.

Qualifications of Key Team Members

Team Member / Role	Education / Experience	License / Registration	Select Relevant Project Experience
<p>Benjamin Egan, PE, PLS <i>Project Manager/ Survey & Mapping & Engineering</i></p> 	<p>Engineering Transfer Program, Tacoma Community College</p> <p>Exp. 17 Years</p>	<p>Civil Engineer, CA, 73070</p> <p>Professional Land Surveyor, CA, PLS 8756</p> <p>SWRCB Qualified Storm water Developer, QSD 23282</p>	<ul style="list-style-type: none"> • Pueblo Viejo Villas, Coachella CA • SunLine Transit Agency Indio Yard Pavement Replacement, Indio CA • SunLine Transit, Corporate Yard Fencing, Thousand Palms CA • Miles Avenue Median Improvements, La Quinta CA • Dune Palms Road Widening, La Quinta, CA • Dune Palms Road Low Water Crossing Replacement, La Quinta CA
<p>Brad Donais, PE <i>Lead Civil Engineer</i></p> 	<p>B.S., Civil Engineering, University of North Dakota, Grand Forks</p> <p>Exp. 27 Years</p>	<p>Civil Engineer, CA, 68828</p> <p>Civil Engineer, MN, 26245</p> <p>Civil Engineer, ND, PE-9259</p> <p>Civil Engineer, AZ, 58121</p>	<ul style="list-style-type: none"> • Pueblo Viejo Villas, Coachella CA • Fire Station 79 Remodel, Coachella CA • Dune Palms Road Low Water Crossing Replacement, La Quinta CA • Sr. Center Expansion, Coachella CA • Dune Palms Road Widening La Quinta, CA • Rancho Las Flores Park, Coachella CA • Phase 1, 6th Street Improvements, Coachella CA • Phase 2, 6th Street Improvements, Coachella CA
<p>Lloyd Beaman <i>QA Manager/ Constructability Review</i></p> 	<p>Construction Management, University of Texas</p> <p>Exp. 38 Years</p>		<ul style="list-style-type: none"> • Highway 111 & Cook St Improvements Phase 3 CM, Indian Wells CA • CM COD Offsite Improvements & Downtown Indio Infrastructure Phase 2, Indio CA • CM Downtown Indio Infrastructure Improvements Phase 1, Indio CA • CM Tempe City Lake Pedestrian Bridge, Tempe AZ
<p>John Patterson, LLA <i>Principal, Landscape Architect</i></p> 	<p>B.S., Landscape Architecture, California State Polytechnic University, San Luis Obispo</p> <p>Exp. 35 Years</p>	<p>Landscape Architect, CA, 3503</p> <p>Landscape Architect, AZ, 44041</p>	<ul style="list-style-type: none"> • Pueblo Viejo Villas, Coachella CA • Rancho Tesoro – CFD Maintained Streetscape, San Marcos CA • Europa Village – Winery & Boutique Hotels, Temecula CA • Jefferson Platinum Triangle – Luxury Apartments, Anaheim CA • San Miguel Ranch – Master Planned Community & Recreation Center, Chula Vista CA • Union Square – Condominium Community, Downtown San Diego CA

<p>John Cutler R/W Acquisition Manager</p> 	<p>B.S., Business / Real Estate, Sacramento State University</p> <p>Exp. 35 Years</p>	<p>Real Estate Broker, CA 00372712</p>	<ul style="list-style-type: none"> • Avenue 52 / Grapefruit Grade Separation, Coachella CA • Dillon Road Grade Separation, Coachella CA • Dune Palms Road Low Water Crossing Replacement, La Quinta CA • Dune Palms Road Widening La Quinta CA • Avenue 44 Low Water Crossing Replacement, Indio CA
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WORK PLAN

Project Understanding

With this project, the City of Coachella desires to provide sustainable transportation related improvements to their Pueblo Viejo District area. These improvements include the following elements:

- Class II (On Street) Bike lanes;
- 5th Street Pedestrian & Bicycle paseo / connector;
- Public Plaza at Cesar Chavez and 6th Street;
- Sidewalk Infills;
- 6th Street reconstruction between Palm Ave and Cesar Chavez;
- Mario Lazcano Court extension; and
- Overhead utility undergrounding along 6th Street and for Mario Lazcano extension.

The funding for the noted improvements will be provided through two grants, Affordable Housing Sustainable Communities Grant (AHSC) and an Infill Infrastructure Grant (IIG) both through the California Department of Housing and Community Development. From the grant agreements and information provided in the RFP, the budget amount for above noted improvements is as follows:

- Installation of the Class II bike lanes and sidewalk infill - \$696,500;
- 5th Street Pedestrian / Bicycle Paseo / Connector - \$335,000;
- Public Plaza - \$180,000;
- 6th Street Reconstruction - \$1,300,000;
- Mario Lazcano Court extension - \$330,000; and
- Overhead Utility Undergrounding - \$405,049.

Through our review of the original RFP and Addendums #1 and 2 along with an extensive field review of the proposed improvement areas for the existing site conditions, a number of the noted improvements included on the Vicinity Map exhibit included within the RFP have already been completed or are in the process of being constructed. Furthermore, we understand that the prior noted budget amounts are most likely hard capped numbers, therefore it will be imperative for our team to close attention to design decisions that will impact construction costs, while ensuring a quality design and finished product.

Per the above requested improvements, the following discussion provides specifics on each design element along with possible solutions to eliminate expensive improvements while meeting the intent of the grants and City needs on this project.

Class II Bike Lanes

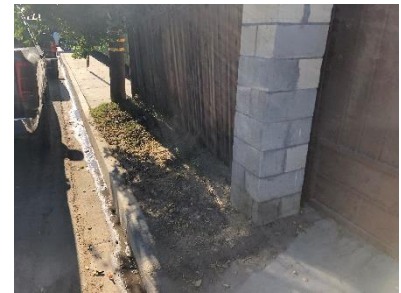
The RFP noted over 2 miles of Class II bikeways on various streets in the Pueblo Viejo Downtown area associated with this project, which were initially identified on the provided exhibit. Since each of the noted street corridors are of sufficient width, this improvement will consist of providing a five-foot-wide bike lane striping along both sides of the street conforming to the CaMUTCD Chapter 9C, Markings for Bicycle Facilities. One possible construction and long-term cost saving measure would be to forgo the green background and pavement painting outside of the primary street corridors. The Consultant team will work with City Staff on the final pavement marking details.



Sidewalk Infill Areas

The RFP identified six areas where sidewalk segments were missing; 1) First Street between Palm Ave and Orchard St; 2) 6th Street between Cesar Chavez and Date Ave; 3) Tripoli Way from 6th St to Bagdad Ave; 4) Pendleton Way from 7th St to 9th St; 5) Orchard Ave from 9th St to Shady Lane; and 6) Vine Ave from 8th St to 9th St. For all proposed infill areas, the Consultant team will review all adjacent curb ramps to ensure the full pedestrian facility meet current ADA requirements and standards. From our review of the proposal, the 6th Street segment will be a part of the 6th Street reconstruction improvements. Additionally, from our field review of the noted segments, we would recommend modifications to the limits or eliminate the sidewalk installations along Pendleton Way and Orchard Avenue.

Along the west side of Pendleton Way, there are several existing homeowner fencing improvements that are within three feet from the face of the existing curb, and the relocation of these fence improvements would add to the overall construction costs. The east side of Pendleton Way already has sidewalk improvements adjacent to the Palm View Elementary School. Within the segment from 7th Street to 9th Street, of the five homes along this corridor, three homes immediately south of the 8th street do not have access from the front door to a public pedestrian facility.

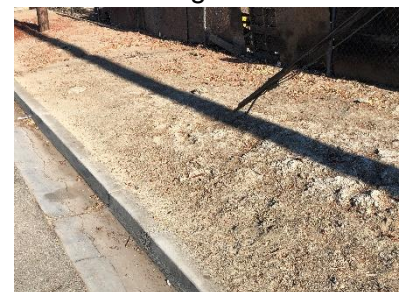


For the segment along Orchard Avenue, there is an existing sidewalk along the west and south side of the street. Since the parcel between 9th Street and Shady Lane is an undeveloped parcel with no residential developments requiring pedestrian movements to gain access to a school route, we recommend omitting this section of sidewalk infill from the project.



Along Tripoli Way, the west side of the street does not have any sidewalk facilities and has an asphalt concrete berm for the existing edge of pavement condition. The east side of Tripoli has both concrete curb and sidewalk for the full segment length except for the northern 130 feet. Since the overall project will be improving the intersection of 6th and Tripoli Way, the most cost effective solution to providing a continuous pedestrian facility would be to complete the short section along the east side of the street, rather than placement of sidewalk adjacent to an asphalt curb for the full length of the street.

Lastly, the sidewalk segment along Vine Ave will complete a missing segment from 8th to 9th Street. This segment has several existing obstructions, utility poles, trees, etc., that will make construction of this sidewalk a little more expensive than others. There appears to be enough right of way to meander a proposed sidewalk around most of the obstructions.



5th Street Pedestrian / Bike Paseo

Within the vacant parcels west of the 5th Street dead end, the City desires to provide a pedestrian/ bike paseo / connector between 5th Street and Mario Lazcano Court, which will connect 5th Street to the future SunLine Transit Hub located west of Mario Lazcano Court. The proposed facility will

include a shared two-way bicycle and pedestrian facility along with pedestrian level lighting and landscaping. The paseo area may include shade structures, tables and benches, and other amenities that meet the project objectives, community needs and budgetary constraints. The Consultant team will work with City Staff on the desirable elements for the paseo, keeping in mind the limited project budget.



Per the RFP and Addendum #2, at the west end of the existing Fifth Street improvements, the placement of the bike paseo will require acquisition of land from APN 778-071-008. The Consultant team will work with the City on the final acquisition configuration, area and acquisition type (easement or permanent easement) prior to initiating any acquisition services.

Public Plaza

At the existing pocket park located at the intersection of 6th Street and Cesar Chavez, the City desires to install landscaping and place a shade structure within the park. The Consultant team will work with City Staff on the desirable elements for plaza, keeping in mind the limited project budget.

6th Street Reconstruction and Utility Undergrounding

For the section between Chavez Street and Palms Avenue, the City is looking to complete the 6th Street corridor in accordance to their Pueblo Viejo Downtown Design Guidelines. The City has two approved street improvement plan sets within the noted corridor; 1) the Webb plans noting improvements for the full section length; and 2) the Egan Civil plans adjacent to the Pueblo Viejo Villas. Per the RFP Addendum #1, the Consultant will compile the two approved plan sets and prepare an overall final set of plans and specifications, excluding the improvements adjacent to the DPSS site and at the Date Avenue intersection. For the section between Date Avenue and Palm Avenue, the Consultant will coordinate with IID, Frontier and Spectrum on the undergrounding of their overhead facilities. Additionally, between Tripoli Way and Cesar Chavez Street, there is a single communications line which will conflict with the proposed 6th Street improvements. In general, since communications facilities are located within the public right of way through an encroachment permit or license agreement, the costs for the relocation will be the responsibility of the utility company, with no cost to the City.



For the section of 6th Street between Date and Palm Avenues, which includes four existing residential properties with electrical feed locations on the back side of the house, that will make this segment of electrical undergrounding difficult. From past public agency undergrounding projects, it has been our experience that IID will require the City to install the conduit and structures, and IID forces will install



the cabling and electrical equipment, perform the electrical cut overs and remove the existing overhead facilities. Since the IID conduit and structure installations will be the responsibility of the City, this design and construction operation will need to be a part of the construction documents. Furthermore, both Frontier and Spectrum will most likely install their own conduit within the same trench excavated for the IID conduit.

Mario Lazcano Court Extension

The Pueblo Viejo Villas project prepared a set of plans for the construction of Mario Lazcano Court from Cesar Chavez to south of 4th Street as a part of their mixed use / affordable housing project. As a part of the City's proposed project, the Consultant will need to finalize the northern portion of Mario Lazcano Court improvement plans. Like 6th Street, this extension plan will require relocation of overhead communication lines (Frontier and Spectrum) along 4th Street and coordination with IID on the relocation of an electrical service line, which are all in conflict with the requested improvements. In addition to the utility coordination, the Consultant will need to coordinate the improvements with SunLine Transit Agency who will be constructing a Transit Hub to between Mario Lazcano and Cesar Chavez. Our project team, Egan Civil, GMP and Heptagon Seven, will be providing the engineering services for SunLine on their transit hub improvements project.



Project Approach

Following authorization to proceed and the kickoff meeting, the Consultant will proceed with the data collection phase of the project. Once the topographic survey and utility information have been gathered, compiled and assimilated into CAD base files, preliminary engineering and concept design activities will begin. Early in the design process, Consultant team will prepare a concept for the Ped/Bike Paseo and Public Plaza area, along with a concept for proposed sidewalk infill areas. As noted above, the Consultant team will review the noted corridors requiring sidewalk infill and provide a preliminary design noting conflicts, a cost estimate and recommendations on which segments should be constructed, noting the limited funds. Along the same lines, the Consultant team will develop a concept that is in line with the current funding limits noted in the two Grant Agreements (AHSC and IIG).

Following the approval of the concept plans, the Consultant Team will work towards preparing final construction plans depicting the noted improvements. Throughout the full concept and plan development process, the Consultant team will work closely with City staff to ensure both a timing delivery of the plans as well as a design that is within the noted budgets.

Of concern to the Consultant team is the underground conduit design process within IID and how that will fit into the overall project delivery schedule. Current experience with IID on other design projects, has revealed a long IID design schedule. With this knowledge, the Consultant team, immediately following notice to proceed, will initiate coordination effort with IID staff on their facility undergrounding planning and design.

Scope of Work

Task 1: Project Management. Consultant will manage project management duties for the duration of the project in order to assure a cost-efficient, quality process. Our staff will effectively coordinate and communicate the project with City Staff and necessary agency partners from inception to final approval. Project Management activities will begin at the project initiation and will not end until construction activities have concluded. Consultant utilizes a hands-on approach to our business and thus our principal will be actively involved for the duration of the project.

Coordination Meetings. As a part of project management, regular project meetings are critical for providing current project updates, work through potential project issues and discuss current scope,

schedule and project budget for both design and more importantly construction. The kick-off meeting is the first crucial step in the design process. At the Kick-off Meeting will review the scope of work and establish the basic design standards, parameters and communication/notification protocol. Following the Kick-off meeting, regular meetings will be held either in person, as conditions allow, or via video conference between the Consultant Team and City Staff. The frequency of the meetings will depend upon the requirements of the City's project manager and the complexity, political nature and/or expedited schedule. At a minimum, Consultant proposes to hold up to four (4) total formal meetings with City staff beyond the Kick-off meeting. Consultant will also prepare monthly status progress reports for City Staff as necessary. Other meetings per specific tasks are noted in the following.

Agency Coordination. Consultant will coordinate with appropriate agencies through regular meetings and direct contact. Concerns and issues expressed by agency representatives will be documented in a database to ensure that expressed concerns are recorded, communicated all interested agency partners, and addressed. Consultant will specifically coordinate with IID early in the design process to ensure a timely delivery of all undergrounding plans.

Project Schedule Control. At the onset of the project, Consultant will prepare a baseline schedule which will include all major scope tasks listed below, regular meeting dates and agency review and process timelines. In addition, the schedule will include other anticipated permit and agreement timelines. The schedule will be kept up to date, with a percent complete for each task and it will be distributed on a regular monthly basis at project meetings or via email.

Quality Control/Quality Assurance. All reports, plans, specifications and other deliverables are reviewed by a dedicated Quality Control Manager prior to submittal to the City. The review of the plans and specifications will also include a constructability review.

Deliverables:

- *Quality Control and Constructability Review of Construction Documents*
- *Project Meeting Agenda, Handouts, Minutes and Management Logs*
- *Prepare and Maintain Project Schedule*
- *Agency Coordination*

Task 2: Topographic Data Collection. Consultant will provide a field topographic survey to collect existing features within proposed construction corridors for the following project segments:

- 6th Street Improvements from Palm Avenue to Cesar Chavez Blvd;
- Mario Lazcano Court; and
- Sidewalk Infill Areas
 - First Street between Palm Ave and Orchard St;
 - Tripoli Way from 6th St to Bagdad Ave;
 - Pendleton Way from 7th St to 9th St;
 - Orchard Ave from 9th St to Shady Lane; and
 - Vine Ave from 8th St to 9th St.

The collected feature shall include but are not limited to surrounding street curb and gutter, building footprint, existing utility manholes, valves and above ground structures, irrigation valves, top of curb, flow line of valley gutters, walls, all above ground features / structures and other hardscape features.

The Consultant will deliver a topographic base file, land base file depicting center, section and right of way lines. Following the gathering and processing of the field topographic data, Consultant will prepare a base map containing information such as parcel lines (including APN number, owner name, business name and address), and underlying easements, if readily available through recorded maps.

For the bike lane striping improvements that are a part of the project, Consultant will obtain Record Drawing and Map information to create the street curb and gutter base information. This office prepared existing improvement base map will be field verified to ensure accuracy in street width and driveway locations

Deliverable:

- *Topographic and Land Base Map*

Task 3: Utility Research and Coordination. Consultant will review existing utility data available from the City from Record Plan drawings and through requested utility plat information for the areas within the proposed construction corridors.

Utility Outreach. Immediately following the Kick-Off Meeting, Consultant will prepare Utility Information Request letters to be sent to various utility companies, along with the base plans, requesting the utility facility maps (“Atlas Maps” and Record drawings) within the project limits. Following receipt of all utility plats, Consultant will field verify, to the extent possible, the accuracy of the existing utility base information.

Utility Coordination Documentation. From the start of the project, all utility information including project contacts, correspondence dates, meeting minutes and other coordination will be maintained by the Consultant. A copy of the final utility coordination binder will be provided to the City at the project bidding phase of the project.

Utility Relocation Coordination. Following the concurrence on the final project scope of work by the City, Consultant will initiate design activities with those utilities who prepare their own design plans (Imperial Irrigation District (IID), Frontier Communications and Spectrum) for the underground relocations. The initiation of the agency designed facilities will be necessary to assist in determining overall project costs as well as to obtain design information on a timely basis for construction activities. Consultant will coordinate with all utility relocation/undergrounding up through the completion of contract documents and plans.

Deliverables:

- *Utility Base Map*
- *Coordination Binder*
- *Relocation / Undergrounding Coordination*

Task 4: Concept Plans. From the prior noted development areas, Consultant will prepare a concept plan for the 5th Street pedestrian and bike paseo / connection, public plaza and sidewalk infill areas. The following provides more specifics on each concept plan.

5th Street Ped & Bike Paseo, Public Plaza and Mario Lazcano Parkway Landscape Concept Plans. Consultant will prepare a concept plan with both civil and landscape elements for the bike paseo, public plaza and Mario Lazcano. The concept plan will identify hardscape and softscape

(landscape) areas along the paseo, plaza area and street, including but not limited to path lighting, accent lighting, shade structure(s), path alignment, hardscape and landscape elements. The plan will be submitted to the City for review and approval. The concept plan will include:

- Overall landscape plan identifying suggested trees, shrubs and groundcover within designated improvement areas.
- Low voltage landscape accent lighting fixture locations cut sheets/images (paseo only);
- Hardscape color and finish (paseo only);
- Site furnishing (benches, trash/recycling receptacles, bicycle racks) locations and product cut sheets/images (paseo only); and
- Design for proposed overhead shade structure for Public Plaza, picnic areas, public art or other park improvements as requested by the City. Options for prefabricated shade structures will be provided for consideration.

A proposed plant material legend (trees and shrubs) shall be provided indicating suggested plant material consistent with the Pueblo Viejo Guidelines and the adjacent community. Any site modifications by City and/or Architect requiring revisions to the concept plan may require additional compensation, which will be noticed and negotiated prior to initiating the additional work or rework. The review process will include one revision of the concept plan prior to initiating improvement plan sheets. A preliminary Opinion of Estimated Construction Costs will be prepared with the concept.

Sidewalk Infill Concept. Based on the field review of each area and development of the topographic base file, Consultant will prepare sidewalk infill concept plan. This concept plan will identify all potential conflicts and required improvements necessary to facilitate the sidewalk installation. In addition, the Consultant will identify any existing sidewalk deficiencies in the curb ramps at all connecting facility intersections. A preliminary Opinion of Estimated Construction Costs will be prepared with the concept.

Deliverables:

- *Paseo & Plaza Concept plan*
- *Sidewalk Infill Concept Plan*

Task 5: Legal Description and Exhibit. Consultant shall prepare one (1) Legal Description and Exhibits for the right of way acquisition associated with the bike paseo at the existing western termini of 5th Street.

Task 6: Right of Way Acquisition. Consultant will provide the following subtasks associated with the required acquisition at the end of 5th Street for the installation of the bike paseo from 5th Street to Mario Lazcano.

Project Management

Project management and planning will begin prior to the initiation of actual acquisition activities. It is critical that all members of the team agree as to the City's desired process and timeline working within the constraints of the Uniform Act and State Relocation Regulations. OPC's project management services will include:

1. Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.

2. Assisting with the development of administrative policies, procedures, and forms necessary to carry out the acquisition and relocation program under the applicable funding source rules.
3. Ongoing general consultation and project coordination with the City and project team members.
4. Preparation of tracking reports that monitor the completion of project milestones.
5. QA/QC of all staff and work product associated with the Project.

Title Investigation Services

Prior to commencing any right of way activities, OPC will obtain and review preliminary title reports (PTRs) for the subject parcel(s) along with all available project information supplied by the Client. The following is included as part of OPC's title investigation:

1. Secure vesting deeds and review to establish ownership of all interests, including fee ownership of properties, as necessary.
2. Order one (1) Preliminary Title Report, chains of title, and other title related information through Commonwealth Land Title Insurance Company (Commonwealth).
3. Review and compile all dedications, easements, and encumbrance information as identified in the preliminary title reports.

Appraisal Services

Fee appraisal will be completed by a California General Real Estate Appraiser as follows:

1. OPC will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
2. Our appraiser RP Laurain & Associates, Inc. (RP Laurain) will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4. Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
6. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) within six (6) weeks from receipt of the appraisal task order. The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
7. OPC will receive the completed appraisal report and submit them to the City.

Real Property Acquisition

During the early phase of the Project, OPC will perform pre-acquisition activities consisting of a comprehensive review of all title reports and underlying record documents, issuance of statutory appraisal letters, and review of engineering plans, legal descriptions, right of way maps and other information relevant to the project. OPC's Project Manager will coordinate with the selected appraiser on title issues, property inspections, and clarification of engineering design elements. This initial stage

will also include preparation of written offers of just compensation, documents, deeds, and right of way agreements in accordance with applicable requirements, to submit to the City for approval.

Negotiations

Following the City's approval of just compensation, OPC will present the City's written purchase offer to the owner and/or owner's representative. Contact involve an interactive discussion with the property owner about his/her property; explanation of the project and its impacts to the property; explanation of the appraisal process and how the value was concluded and answer any questions or concerns the owners may have.

At OPC, all of our agents are licensed with the California Department of Real Estate (DRE) and trained to utilize a non-coercive, integrative communication style to overcome all hurdles in reaching a settlement in the most efficient manner possible. Our agents will communicate in good faith, with an open mind for creative solutions that would be mutually beneficial to all parties involved.

In the event a counter proposal is made, OPC will evaluate its merits and make recommendations if an administrative adjustment or settlement is warranted based on the facts. OPC consults with the selected appraisal staff to provide supplemental research and analysis of property owner presented reports or theories. Supplemental negotiations, as applicable, may also include addressing any objection or question concerning the project the owner has by conferring with the City's Project Manager.

Once an agreement is reached, OPC will submit the appropriate executed documents to the City for approval; including letters of recommendation with supporting documentation if an administrative settlement is being recommended.

The following scope of services is included as part of acquisition and negotiations:

1. Establish and maintain complete and current ownership files in a form acceptable to the City.
2. Receive and analyze title information, approved appraisal reports, and legal descriptions in enough detail to negotiate with property owners and other parties. Prepare a plan for title clearance for all parcels.
3. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of City.
4. Present written purchase offers to owners or their representatives. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable. OPC will coordinate and work with any lending institutions involved in the foreclosure process.
5. Follow-up and negotiate, as applicable, with each property owner, as necessary; prepare and submit recommended settlement justifications to City for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with City. Ongoing negotiations and settlement discussions will continue for a reasonable time after the initial offer or if settlement or impasse is reached sooner.
6. Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests.
7. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.

8. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
9. Transmit executed acquisition documents to City. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes pertinent data relative to the transaction.
10. Spanish speaking agents are available, as needed.

Escrow Coordination

Upon the City's approval of the appropriate documents, escrow will be opened by submitting an instruction letter providing the purchase contract, title insurance coverage, and notarized Deed to escrow agent. OPC will assist with any due diligence requirements and resolve adverse title conditions preceding the close of escrow and will coordinate payment of just compensation. The City will be furnished with copies of the recorded Deeds and title insurance policies following the close of escrow. During the course of the acquisition process, OPC will maintain a complete acquisition file of all correspondence, offers, and contacts with each property owner and the City; provide the City with written status reports at the prescribed interval and confer with the City's Project Manager as needed; maintain a current Acquisition Checklist showing each successfully negotiated parcel; and outline any special terms agreed to with a recommendation for City action.

If by Negotiated Settlement, OPC will assist the escrow/title company in the following:

1. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2. Provide escrow officer with fully executed acquisition contract and notarized deed(s).
3. Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
4. Assist escrow to secure full or partial reconveyance and/or subordination instruments from lien holders of record, if needed.
5. Review settlement statement for accuracy.
6. Coordinate deposit of acquisition price and estimated closing costs with escrow.
7. After the closing, review the title insurance policy for accuracy, if ordered.
8. Prepare and mail a letter to County Assessor requesting cancellation of taxes, if appropriate.

If by Eminent Domain Proceedings, OPC will coordinate with the City and the City's legal counsel for all required activities, including agency meetings, Resolutions of Necessity, and provide support for legal proceedings, as needed. The following scope of services is included as a part of Eminent Domain Coordination:

1. Prepare a letter for the City signature, to eminent domain counsel requesting proceeding to condemnation.
2. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
3. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
4. Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based on the value of the interest required) are additional.

Task 7: Improvement Plans. Based on the City approved Concept Plans, Consultant will prepare detailed improvement plans for the Bike Lane striping, 6th Street Reconstruction, Mario Lazcano Extension, 5th Street Paseo and Public Plaza areas. It is assumed that all proposed project improvements plans will be packaged under one cover. Plans will be prepared on 24"x36" sheets, at an appropriate scale, conforming to the current City standards.

The improvement plan set will be organized into subgroupings as noted above, to reduce and/or eliminate any Contractor confusion. The improvement plan submittal will include, but not be limited to, the following sheets:

- Title Sheet
- Construction Notes and Quantities
- Construction Details
- Removals and Existing Utility Plan
- Civil Improvements
- Hardscape, Landscape and Irrigation Improvements
- Undergrounding Joint Trench plan
- Signing & Striping

Consultant will prepare final improvement plans and submit to the City for review at 95% and 100% Mylar Screen check stages. Consultant will provide an electronic (PDF) improvement plan submittal for City review. If requested, hard copies of the plans will be provided to the City for review purposes.

Based on Addendum #1, Consultant will integrate and update the existing Webb & Associates 6th Street Improvement Plans into the current improvement plan documents. Based on the provided guidance, Consultant will review the existing approved plans, update the plans to the current design standards and specifications, and revise the plans where necessary. The scope and supporting fee for integrating and updating of the original plans assumes the City will be providing a copy of the original CAD files that were utilized in the development of the original plans to the Consultant team. If the City is not able to provide the Consultant team with the CAD files of the original design, the Consultant will need to negotiate an additional fee for recreating the noted street plans.

For the bike lane pavement marking plan sheets, Consultant will prepare the street base file based on record information and field measurements. The street base file will note locations of curb and gutter, driveways, intersections and existing striping. The final striping improvements will be shown on a plan sheet at an appropriate scale to fit the improvements on two plan sheets.

Consultant will prepare final landscape, hardscape, and low voltage site lighting plans as well as irrigation and general construction specifications for incorporation into the final bid sets. Plans will address all street frontage landscape areas, ped/bike paseo and public plaza landscaping. The plans will be coordinated with the Civil Engineer, site utilities, and IID to ensure that final drawings are complete and coordinated. Schedule, milestones and submission dates are to be coordinated with the Owner. Construction Documents are described below.

- A. Landscape Cover Sheet, Maps and Notes
- B. Hardscape Plans: includes preparation of construction documents for hardscape areas as indicated on the concept plans. Where planters, decorative paving, etc. are used, the

- plans will show enough detail in both plan and section to thoroughly describe construction requirements including materials, base, pavement thickness, footings, reinforcing, and expansion and control joint layout. Prefabricated overhead canopies/structures will be specified with structural engineering requirements being provided by the manufacturer. Selection, design and/or detailing of Public Art is specifically excluded. Plans will indicate hardscape color and finish in Public Art space only. Structural Engineering services are specifically excluded from this proposal.
- C. Fine Grading - Coordination of site grading and drainage with the project Civil Engineer. Proposed hardscape and softscape drain inlets will be provided to the Civil Engineer for incorporation into the overall site grading and drainage plan.
 - D. Irrigation Plans: includes diagrammatic layout at 1" = 20' of landscape irrigation piping, valves, control equipment, sprinkler heads, and related equipment for the irrigation of planted areas, specifically calling out pipe and equipment sizing and types, brand and model. Plans will be prepared to meet the requirements of the Imperial Irrigation District and all other applicable guidelines. This will also include necessary details for the installation of the system, and coordination with all consultants for conflicts.
 - E. Final Landscape Plans: prepare a final landscape plan, which will include plans at a scale of 1" = 20' indicating the location and arrangement of all plant materials.

For the project street segment along 6th Street, Consultant will review of and updates to existing approved plans prepared by Webb & Assoc. to incorporate existing and proposed Right of Way modifications to those plans. This scope and fee assumes that the City will provide the current digital (ACAD) files for the 6th Street plans to the Consultant for our use. Consultant will become the Landscape Architect of Record of the landscape and irrigation portion of the 6th Street improvement plan set.

Landscape Consultant work will be coordinated with the City/Owner, as well as the Civil Engineer, Site Utility, and Electrical Service providers to ensure that final drawings are complete and coordinated. Schedule, milestones and submission dates are to be coordinated with the Owner. Construction Documents are described below.

Prior to submittal of this plan package, the plans, specifications and estimate will undergo through a QA/QC and constructability review to vet out any potential issues with the construction or possible long lead items.

Deliverables:

- *95% Improvement Plan*
- *100% Mylar Screen Check Plan*
- *Mylar Improvement Plan*

Task 8: Specification and Bid Document. Using the City provided "Boilerplate" bid package and project specifications, Consultant shall prepare the technical specifications for each item of work in the Project not sufficiently covered by the Standard Specifications (Greenbook). The Consultant shall also prepare the bid schedule, update any utility relocation requirements for the project, review and modify the traffic control and staging for the project and determine the liquidated damages and working days for the proposed construction work. Specifications will be provided starting with the 95% plan submittal. As noted under the Improvements Plans, prior to submittal of each noted plan

package, the plans, specifications and estimate will undergo through a QA/QC and constructability review to vet out any potential issues with the construction or possible long lead items.

Deliverables:

- *Bid Document & Specs – 95% and 100% Check Stage*
- *Final Bid Document & Specs – With Final Signed Plans*

Task 9: Opinion of Probable Construction Costs. Consultant will prepare an Engineers Estimate of Probable Construction Costs for the proposed improvements based upon the approved preliminary design plans utilizing the current edition of the Caltrans Contract Cost Data Book and recent bid information from area bids for unit costs. The construction cost estimate will be updated at each plan submittal stage.

Deliverables:

- *Construction Estimate – 95% and 100% Check Stage*
- *Final Construction Estimate – With Final Signed Plan Set*

Task 10: Services During Bidding. Consultant will assist the City with the bidding and award process for this project. These services will be performed on a Time-and-Material basis. Activities associated with this task include but are not limited to:

- Bid Support. All key team members will be available to attend a pre-bid meeting.
- Respond to Inquiries. Consultant will respond to bidder inquiries by phone or email.
- Prepare Addenda. Consultant will prepare addenda as requested by the City.
- Review/Recommended Award. Consultant will assist in recommendation for award.

Deliverable:

- Provide as needed/requested assistance during the bidding process.

TASK 11: CONSTRUCTION SUPPORT SERVICES. Consultant will assist project staff with construction support services. Upon request from SunLine staff the following will be provided:

- RFI documentation and response to questions regarding construction documents;
- Periodic site visits during construction, as requested;
- Input from the consultant regarding change orders;
- Site Observations for landscape, irrigation and hardscape installation;
- Final project review to ensure plan conformance; and
- Prepare Record Drawings based on Contractor As-Built plans.

Deliverable:

- Provide as needed/requested assistance during the construction process.

Quality Control / Constructability Review

Within the above noted Approach, review of submitted documents, applications and plans are critical to a timely and worthwhile review process. Egan Civil makes Quality Control a part of our standard design operating procedure for all projects. Within Egan Civil led projects, Quality Control is a continuous process used daily, at milestones, as work proceeds from desk-to-desk, discipline-to-

discipline and consultant-to-client. Prior to any submittal to the Client and/or review agency, all project deliverables including reports, plans, studies, etc., are reviewed by both the project manager and dedicated Quality Control Manager, which is not a part of the day to day design team.

Some of the key elements of our successful Quality Control program are:

- ✓ Prepare detailed work plans and realistic delivery schedules;
- ✓ Establish milestones for submittals and progress reviews;
- ✓ Provide independent peer review throughout the design process;
- ✓ Establish open communication on a regular basis between the Client and Project Manager to ensure expectations are clear;
- ✓ Hold project internal and Client coordination meetings on a regular basis, with the frequency depending on the complexity of the project;
- ✓ Hold weekly internal scheduling and budget meetings that allow for proper resource allocation and staff assignments; and
- ✓ Incorporate design team review comments during the design process to provide a real-time quality control check.

The most innovative approach to Egan Civil team's internal quality control measures are the Quality Control Manager is completed by a Construction Manager and following their review of the plans, they will preside over a peer review meeting, per each development stage submittal. Not only is this review completed to ensure quality deliverable, but the review is also completed for constructability and cost effectiveness.

Potential Project Concerns

Our primary concern currently is with the overall requested delivery schedule for the project of 90 calendar days. With the prior noted potential delay in receiving the IID conduit design, 90 days may be a tight schedule to deliver. We acknowledge there are constraints on needing to expend the Grant Funding by a certain date, which is the primary factor in needing the plans ready for bidding within 90 calendar day. Per the proposed schedule, shown below, our team will make every effort to deliver all non-utility undergrounding plans to the City within the 90 calendar days.

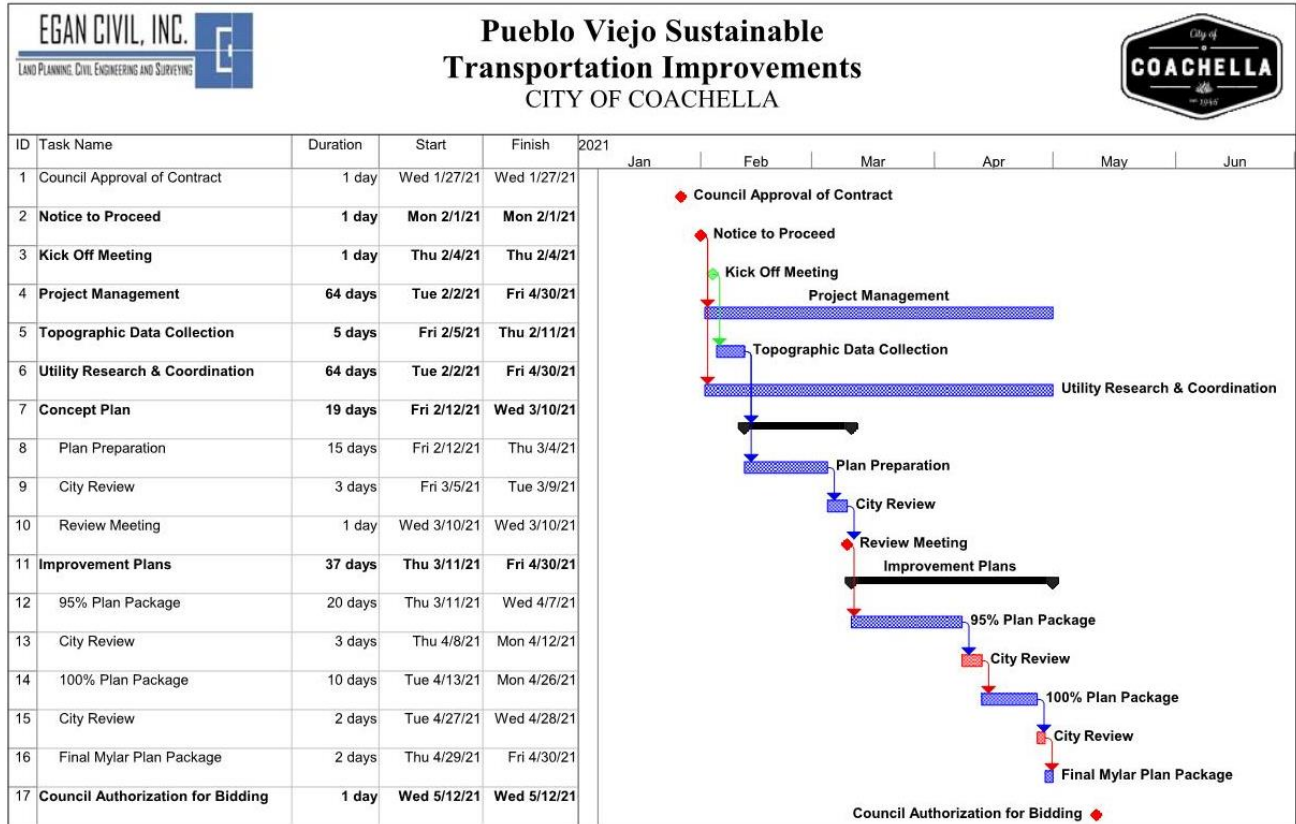
Proposed Enhancements

At this time our Consultant team has not come up with any possible enhancements, procedural or technical innovations to the proposed Scope of Work. However, during the project development, our team will continue to look for ways to expedite the design as well as reduce potential construction costs while meeting the design objectives.

Project Schedule

Effective scheduling and cost control are critical activities throughout this Project. The Egan Civil team through our combined knowledge of the process, have developed a straightforward approach to accomplish the objectives of completing all the noted project improvements as early as possible with a resultant savings in the total time and project cost. The Consultant team acknowledges the initial project construction document delivery schedule within 90 calendar day from the notice to proceed. Per the following schedule, we anticipate all Consultant Team controlled items would be completed within the noted 90 days, except for the development of the joint utility trench plan for the undergrounding, per the concerns noted herein.

Based upon experience with similar projects, Egan Civil predicts the critical path schedule items will run according to the schedule to the right.



CONTRACTUAL EXCEPTIONS / DEVIATIONS

Egan Civil has reviewed the City Contract document and does not propose any changes or deviations to the agreement.

APPENDIX

Acknowledgment Addendums #1 & 2

Subconsultant Letters of Commitment

- Heptagon Seven Consulting
- GMP Landscaping
- OPC Right of Way Acquisition

Acknowledgement of Addendum No. 2

TO THE REQUEST FOR PROPOSAL FOR PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES FOR THE PUEBLO VIEJO SUSTAINABLE TRANSPORTATION PROJECT
CITY PROJECT ST-130

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in proposal disqualification.

Acknowledgment I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, etc.

Addendum No. 1

Addendum No. 2

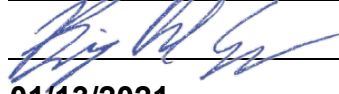
Company Name:

Egan Civil, Inc

Name of Authorized Person:

Benjamin Egan

Signature of Authorized Person:



Date:

01/13/2021

I/we understand that failure to confirm the receipt of addenda may be cause for rejection of this proposal. I further understand that any verbal representation made or assumed to be made during any oral discussion held between a company's representatives and any city personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

IMPORTANT: Please email this completed form to Andrew Simmons, City Engineer, at asimmons@coachella.org and/or be sure to include it with proposal.



**8413 E Baseline Road
Suite 106
Mesa, AZ 85209
Phone: 480.757.0997**

January 13, 2021

Benjamin Egan
Principal
Egan Civil, Inc.

Subject: Consultant Commitment Letter for City of Coachella RFP on the Pueblo Viejo Sustainable Transportation Improvements Project

Dear Ben:

Heptagon Seven Consulting will provide project management assistance, utility relocation coordination, civil engineering design, preparation of construction bid documents and provide assistance on post design services such as review and comment on bidding request for information and submittal review during the construction process.

Thank you for the allowing us to be a part of your team on this pursuit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Donais", is written over a large, stylized blue circular flourish.

Brad Donais, PE
Principal
Heptagon Seven Consulting, Inc.

January 8, 2021

Benjamin Egan
Egan Civil Engineering
PO BOX 5282
La Quinta, CA 92248-5282

Re: Pueblo Viejo Sustainable Transportation Project

Benjamin,

GMP Landscape Architecture will provide landscape design, construction documents, construction administration and site observation services as needed/required for the following areas within the project scope:

- 5th Street Pedestrian and Bicycle Paseo
- Mario Lazcano Ct.
- Public Plaza (corner of 6th St. and Cesar Chavez)
- 6th St. Improvements

Our scope of services/work is defined in greater detail in the Proposal for Landscape Architectural Services provided you as part of this RFP.

Please call with any questions.

A handwritten signature in black ink, appearing to read "JP", with a stylized flourish extending from the bottom left.

John Patterson, Principal
GMP Landscape Architecture



January 12, 2021

Mr. Brad Donais, P.E.
Sr. Project Manager/Principal
Heptagon Seven Engineering
8413 E. Baseline Road, Suite 106
Mesa, AZ 85209
Sent via email at bdonais@hept7.com

RE: Letter of Commitment for the City of Coachella - Pueblo Viejo - Sustainable Transportation Project

Dear Mr. Donais:

Thank you for reaching out to **Overland, Pacific & Cutler, Inc. (OPC)** for your acquisition needs for the subject project (Project) for the City of Coachella (City). We understand that the City is interested in right of way services for an easement acquisition from APN 778-071-008 for bikeway purposes.

OPC, a full-service right of way (R/W) company, has been delivering acquisition and relocation projects throughout California since 1980. We relocate thousands of residential owners and tenants each year for public agencies and have more Uniform Relocation Assistance and Real Property Acquisition Act (1970) (URA) experience than any known competitor. OPC is in a unique position of knowing how to interact within a public organization, as well as the private sector.

OPC has approximately 110 full-time staff, with the majority of staff located here in Southern California. Our employees have diverse, ethnic backgrounds and multilingual capabilities and our team of licensed agents and brokers work under the **OPC Properties, Inc. Brokerage #02056390**. Overland, Pacific & Cutler, LLC (OPC) has no organizational conflict of interests to report.

We truly appreciate the opportunity to submit this proposal to provide acquisition services for the City of Coachella. If the proposal meets your approval, please sign the acceptance box on page 7 and return the signed proposal to OPC, and/or provide a contract in a form acceptable to you.

OPC is excited about this opportunity, and we look forward to working with you and the City of Coachella again. Should you have any questions or need additional information, please contact John Cutler via email at jcutler@opcservices.com

Regards,

Taurean Gordon
Chief Operations Officer
OPC

EXHIBIT "B"
SCHEDULE OF SERVICES

Based upon experience with similar projects, Egan Civil predicts the critical path schedule items will run according to the schedule to the right.

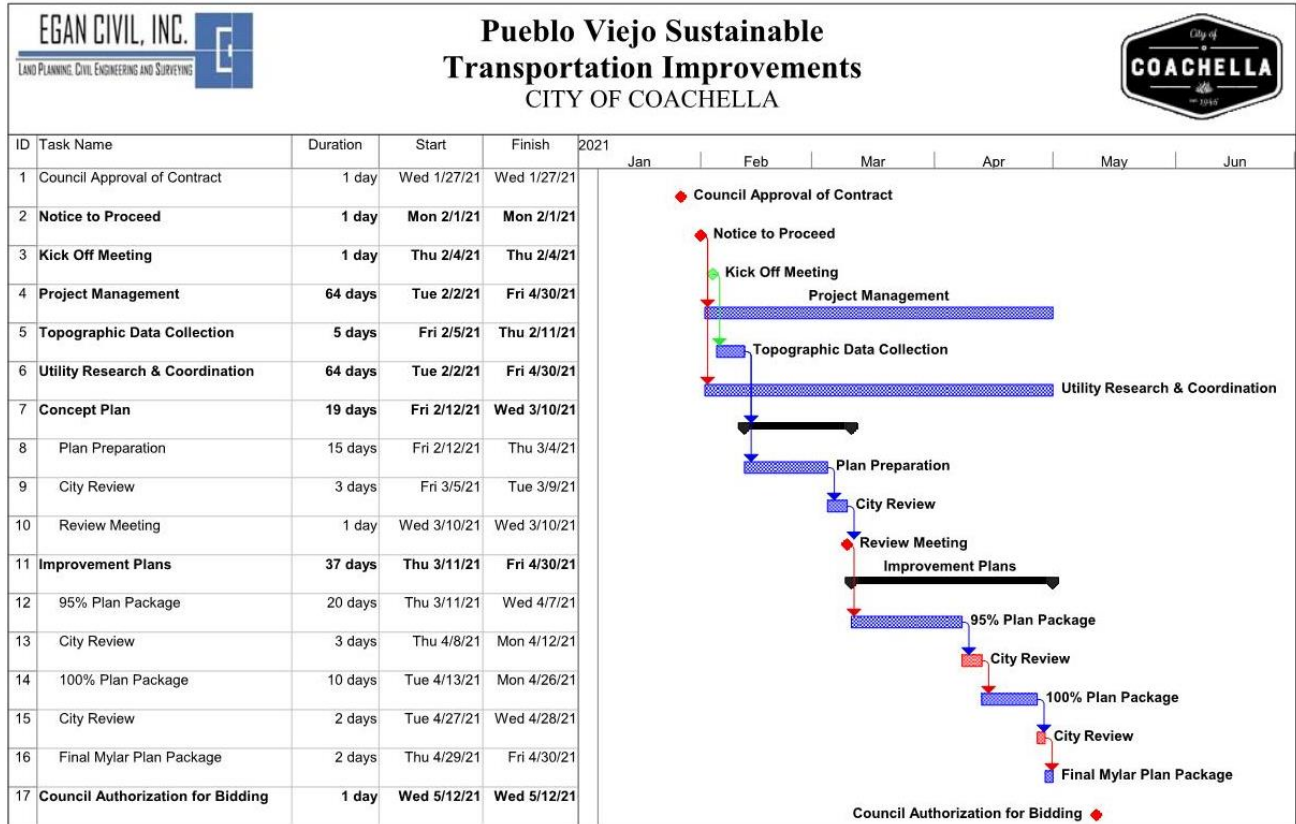


EXHIBIT "C"
COMPENSATION



January 13, 2021

Mr. Andrew Simmons, PE
City Engineer
City of Coachella
53990 Enterprise Way
Coachella, CA 92236

**RE: Proposal for Professional Design Services associated with the Pueblo Viejo – Sustainable Transportation Project, City Project No. ST-130
COST PROPOSAL**

Egan Civil, Inc.
Primary Contact:
Benjamin Egan, PE, PLS
Address:
42945 Madio Street, Suite A
Indio, CA 92201
Phone: 760.404.7663
Cell Phone: 760.898.1106
Email: began@egancivil.com

Dear Andrew:

Enclosed you will find the **Egan Civil, Inc.** Cost Proposal for the **Pueblo Viejo – Sustainable Transportation Project**, within the City of Coachella. This cost proposal shall remain valid for 180 calendar days from the submittal date.

Following your review, we would welcome the opportunity to discuss any facet of our cost estimate and proposal with you, or should you have any questions or require additional information, please contact me at your convenience. Thank you again for considering the Egan Civil Team for this project. We look forward to assisting the City with completing the critical sustainable transportation project for your Pueblo Viejo Downtown area.

Respectfully submitted,

Benjamin Egan, PE, PLS
Principal



COST PROPOSAL
PUEBLO VIEJO SUSTAINABLE TRANSPORTATION PROJECT
CITY PROJECT NO. ST-130



January 13, 2021

Task		Project Mgr (EC)		Sr. Engr (H7)		Proj Engr (H7)		Designer (EC)		LA Project Manager (GMP)		Landscape Architect (GMP)		Landscape Designer (GMP)		Survey Crew		Acquisition Manager (OPC)		Total by Task	
		\$185.00		\$185.00		\$160.00		\$135.00		\$160.00		\$140.00		\$80.00		\$295.00		\$150.00			
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
1	Project Management	46	\$8,510	36	\$6,660	0	\$0	0	\$0	12	\$1,920	0	\$0	0	\$0	0	\$0	8	\$1,200	102	\$18,290
2	Topographic Data Collection	4	\$740	0	\$0	0	\$0	14	\$1,890	0	\$0	0	\$0	0	\$0	16	\$4,720	0	\$0	34	\$7,350
3	Utility Research and Coordination	8	\$1,480	14	\$2,590	10	\$1,600	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	32	\$5,670
4	Concept Plans	4	\$740	4	\$740	28	\$4,480	0	\$0	15	\$2,400	20	\$2,800	50	\$4,000	0	\$0	0	\$0	121	\$15,160
5	Legal Description and Exhibit	4	\$740	0	\$0	0	\$0	10	\$1,350	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	14	\$2,090
6	Right of Way Acquisition	2	\$370	6	\$1,110	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	42	\$6,300	50	\$7,780
7	Improvement Plans	14	\$2,590	26	\$4,810	140	\$22,400	85	\$11,475	16	\$2,560	57	\$7,980	142	\$11,360	0	\$0	0	\$0	480	\$63,175
8	Specification and Bid Document	2	\$370	16	\$2,960	0	\$0	0	\$0	6	\$960	10	\$1,400	0	\$0	0	\$0	0	\$0	34	\$5,690
9	Opinion of Probable Construction Costs	2	\$370	14	\$2,590	6	\$960	0	\$0	2	\$320	4	\$560	0	\$0	0	\$0	0	\$0	28	\$4,800
10	Services During Bidding (T&M)	2	\$370	8	\$1,480	0	\$0	0	\$0	2	\$320	10	\$1,400	1	\$80	0	\$0	0	\$0	23	\$3,650
11	Post Design Services (T&M)	8	\$1,480	30	\$5,550	8	\$1,280	0	\$0	2	\$320	16	\$2,240	3	\$240	0	\$0	0	\$0	67	\$11,110
TOTAL		96	\$17,760	154	\$28,490	192	\$30,720	109	\$14,715	55	\$8,800	117	\$16,380	196	\$15,680	16	\$4,720	50	\$7,500	985	\$144,765
REIMBURSABLE																					
Prints, Plots and Postage																				\$1,500	
Acquisition Appraisal & Title Report																				\$5,350	
TOTAL REIMBURSABLE BUDGET																				\$6,850	