

**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT  
NV5**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 9th day of October 2019 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 (“City”) and NV5 with its principal place of business at, 42-829 Cook Street, Suite 104 Palm Desert, CA 92211 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

City desires to engage Consultant to render such services for the Grapefruit Boulevard Urban Greening Project No. ST-123 (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from October 9, 2019 to October 9, 2021, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and

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

### **3.2 Responsibilities of Consultant.**

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

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

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

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

Vickie Bridenstine, PE LEED AP - Engineering Manager

3.2.5 City's Representative. The City hereby designates Jonathan D. Hoy, P.E. -City Engineer, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the

City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

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

3.2.10 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per claim, and shall be endorsed to include contractual liability.

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

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

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

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

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this

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

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Thirty Thousand Dollars (\$330,000.00)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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

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

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

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

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

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

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

**Consultant:**

NV5  
42-829 Cook Street, Suite 104  
Palm Desert, CA 92211  
Attn: Vickie Bridenstine, PE LEED AP - Engineering Manager

**City:**

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236  
Attn: Jonathan D. Hoy, P.E. – Engineering Department

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in



connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

### **3.6 Subcontracting.**

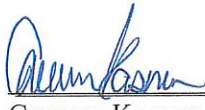
3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF COACHELLA


Q3 CONSULTING

By:   
Bill Pattison  
City Manager

11/7/2019

By:   
Carmen Kasner  
Regional Managing Director

APPROVED AS TO FORM:

By:   
Carlos Campos, City Attorney

11/6/2019  
Date

ATTEST:

By:   
City Clerk  
Deputy

11/7/2019  
Date

**EXHIBIT "A"**

## PROJECT UNDERSTANDING AND APPROACH

**Phase 1** of the project includes research, information gathering, survey, coordination with the City staff and utility purveyors. Our first task will be to meet with City staff to determine if all the project's goals and objectives have been covered by our proposal. We will also use this time with staff to review possible design alternatives to reduce costs and improve safety and function, if any and further define the project limits and scope. We will determine the project schedule, with the City's concurrence, and begin gathering information and preparing the base mapping.

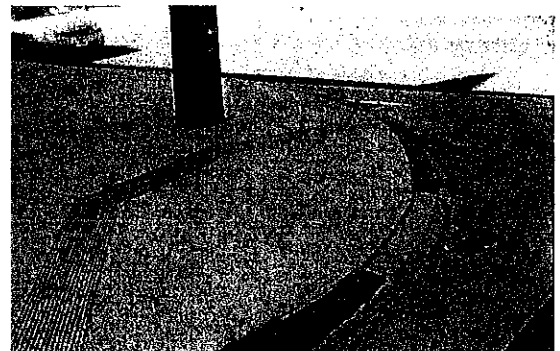
We will approach this project with the understanding that the key issues are as follow:

Create a safe, pleasant, artful and walkable route that connects the key assets and activity centers within the Pueblo Viejo Downtown District.

- Resulting improvement in pedestrian and bicycle safety (during and after construction)
- Safe traffic operations during construction
- Effective coordination with the City, business owners and utility purveyors
- Utility conflict identification and resolution
- Constructability
- Project costs
- Project schedule and completion
- Accessibility of the consultant
- Community relations

As part of this project, NV5 will create a comprehensive base map, which will include research of existing records, plans and data pertaining to the project site and environs. This will include reviewing all current Assessor's Parcel Maps, Parcel Maps, Records of Survey, Filed Maps, Right-of-way Maps and any other available maps or record drawings that affect the centerline and right-of-way. This information will be used to develop a base map for the improvement plans.

Upon notice to proceed we will conduct an aerial topographic survey for Grapefruit Boulevard between Leoco Lane and Ninth Street in the areas of proposed improvements. We will provide aerial topography for the project limits and include three hundred feet (300') beyond the project limits to the north and south and 50-feet beyond the right-of-way limits on each side of Grapefruit Boulevard. This will provide the photometrics to illustrate existing physical features within those limits. In addition to the aerial topography, we will survey cross-sections at all intersections with side streets within the right-of-way to acquire accurate data for design. Each intersection will be surveyed in detail in order to get the level of accuracy to ensure the proposed design of ADA ramps and sidewalks meet the current criteria.

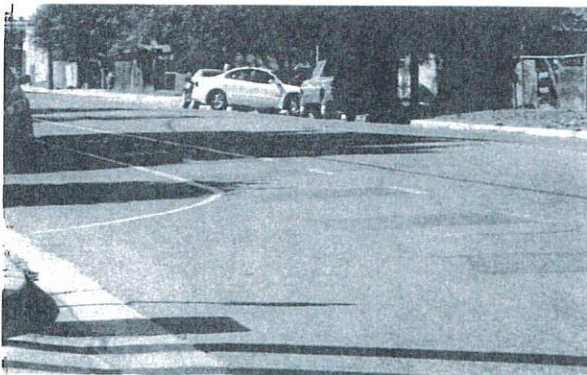


Upon notice to proceed, we will initiate our utility coordination and research for the project. All major utility purveyors will be contacted and requests made for all of their information regarding the location of above-ground and subsurface utilities. The information received from the utility companies identifying the size and location of their facilities will be plotted and added to our base map. Part of our field survey task will include locating visible utilities and other surface objects within the right-of-way.

After completion of the above work, we will present the City with a comprehensive Planning/Engineering tool that will provide a clear, accurate document showing the current, existing physical and legal conditions of the roadway. We will use this base to overlay the proposed improvements including curb and gutter, Class II bike paths, bio swales and sidewalks. We will identify any areas that may be of concern, such as utility conflicts or local drainage issues. The geometric drawings showing the proposed improvements will be submitted to the City for approval prior to proceeding to subsequent phases of the project. A plant palette for all plants proposed to be included on the project will be submitted to the City. All proposed plants will comply with the Model Water Efficient Landscape Ordinance (MWELO). These preliminary drawings will provide a base for the preliminary landscape and streetscape design and will be submitted to the City for their review prior to finalizing the plans.

We assume that the environmental clearances for the project have already been obtained by the City. We will determine if any mitigation measures were identified during the environmental clearances will be required to bring the project impacts below a significant impact as indicated in a Mitigation, Monitoring, and Reporting Program (MMRP), if any.

Meetings with the City Staff, field reviews, coordination with utility purveyors, coordination with affected property owners, distributing information and soliciting feedback are all included in this first phase of the work.



**Phase 2** of work will include the project design and development of the improvement plans, specifications and estimates. We will design roadway signage and striping to meet Caltrans Standards unless otherwise directed by the City. We will strategize with the city staff and utility owners to solve design issues, resolve potential utility conflicts and address public concerns that may arise prior to completed design.

The design for the flashing beacon will be finalized after the potholes are performed at the new beacon pole locations to verify the absence of utility conflicts.

We understand that those potholes will need to be drilled no less than the actual diameter of the proposed foundation of the poles and to the actual depth of the foundation.

The landscape plans and irrigations plans will be prepared in conjunction with the street improvement plans and submitted concurrently with those plans. Street furniture such as bike racks, benches, trash cans, shade structures and security lighting will be shown the plans.

Utility potholes will be performed at the design phase in order to confirm utility locations. Any coordination for utility relocations will occur during this phase and utility agreements will be initiated if necessary.

The plans, specifications and estimates will be submitted to the City for review at the 60%, 100% and final completion stage. Upon receipt and review of the City's comments, the review comments will be incorporated into the plans and they will be prepared to 100% completion. The preliminary Special Provisions of project specifications will be developed utilizing the Standard Specifications for Public Works Construction (latest edition), as well as a project Bid Schedule, which will be provided to the City for inclusion into the overall Project Specifications being compiled incorporating the City' boilerplate information. These items, along with a preliminary quantity and cost estimate based upon the Bid Schedule, will be submitted to the City for review and comment with the submittals of the plans.

Meetings with the City Staff, field reviews, coordination with utility purveyors, coordination with affected property owners if required, distributing information and soliciting feedback are all included in this phase of the work.

**Phase 3** of the project includes construction support for the project. We will attend the pre-bid meeting and will be available during the bidding process to answer questions regarding the project plans and specifications. Once a contractor has been selected, we will attend the pre-construction meeting in support of the City and be available to answer questions and respond to requests for information during the construction of the project. We will provide construction staking of all of the improvements included on the plans. When construction is complete, we will work with the contractor and the City to prepare record drawings of the project for submittal to the City.

## WORK PLAN

Based upon our review of the City's Request for Proposal (RFP) and our review of the existing field conditions, we have prepared the following Scope of Work tasks that will be needed to complete and provide a project that meets the City's goals and expectations.

### PHASE 1

#### RESEARCH, INFORMATION GATHERING, SURVEY, UTILITY RESEARCH AND PROJECT MANAGEMENT AND UNDERSTANDING

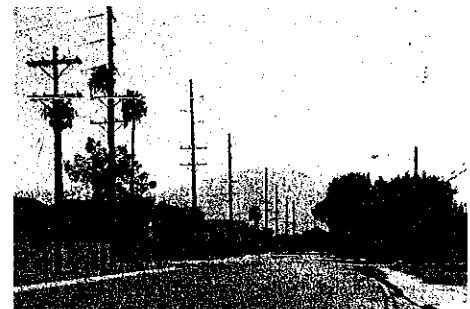
**Task 1.1 Kickoff Meeting** – The NV5 team will attend a kickoff meeting with the City staff to review the City's goals and expectations, the schedule, discuss possible design alternatives, if any, and further define the project limits and scope of work.

**Task 1.2 Research Record Information** – Obtain all record information that is available through the City of Coachella and Riverside County including right-of-way maps, parcel maps, dedication documents and others to establish the legal centerline and right-of-way for Grapefruit Boulevard.

**Task 1.3 Utility Research** – Prepare utility notifications for all dry and wet utilities in the vicinity of the project. NV5 will request record drawings and atlas information from the City of Coachella Sanitary District, Coachella Water Authority, Spectrum Cable, Imperial Irrigation District, Frontier Communications, and SoCal Gas for utilities in the area, the information, once received, will be incorporated into the base map.

**Task 1.4 Survey Control** – Research with Riverside County and local agencies will also be performed to obtain horizontal and vertical survey control data to establish horizontal and vertical control for the project. The survey crew will search for existing monuments of record to establish the centerline and right-of-way for to the portion of Grapefruit improvements within the project limits. This information is to be shown and plotted on the base map.

**Task 1.5 Aerial Topography Survey** – NV5's Unmanned Aerial Vehicle (UAV) staff will perform aerial flights using UAV Photogrammetry and Lidar to create the aerial topographic survey. The NV5 survey staff will set 5 (five) targets and provide horizontal and vertical control using NAD 83, California State Plane Coordinates Zone 6 and Local Vertical Datum. NV5 will deliver an overall hard-copy plot and a CD-ROM





containing the Digital Terrain Model information used for the generation of topographical information, the contour information, planimetric detail, the tfw image limit files, orthophoto, TIFF images and .dwg image limits files which will allow us to bring the images into their proper coordinate position. The final delivery of digital information will be supplied in an AutoCAD CIVIL3D format. Aerial Topography will conform to US mapping standards.

**Task 1.6 Supplemental Topographic Survey** – A NV5 survey crew will perform a survey of the subject area utilizing a combination field surveying, utility locating, and aerial mapping operations. We will survey surface elevations and existing improvements, including:

- Visible above-ground utilities, including vaults, meters, freestanding equipment, manholes, and valves
- Drain inlets and outlets
- Fire hydrants, PIVs, and fire department connection(s)
- Fences, curbs and gutters
- Sidewalks, Handicap ramps
- Site light fixtures
- Power poles, guy wires, and power appurtenances

**Task 1.7 Mapping** – NV5 will compile all of the information obtained in the above tasks into a base map that will be utilized as a base for our concept design. We will map all of the record easements that are noted by record for the above-mentioned right-of-way. NV5 will map all existing utilities from observed evidence collected by the field survey and or evidence from plans requested by the surveyor and obtained from utility companies, or provided by client (with reference as to the sources of information). Aerial topography along with supplemental topography will be included in the base map.

## Geometric Approval Drawings



**Task 2.1 Conceptual Level Plans** – Utilizing the base map and the aerial topography prepare conceptual level plans (30% level) of the project defining the proposed improvements for submittal to the City for review. Consideration will be given on how we can minimize impacts to the local businesses and provide a design that meets the City's objectives.

**Task 2.2 Conceptual Design Meeting with the City** – NV5 design team will meet with the City staff to review the concept plan and discuss any revisions, potential constraints either physical or financial and discuss possible solutions. Agreed upon revisions will be incorporated into the concept plan prior to continuing with the next phase of the project.

## PHASE 2

### PROJECT DESIGN AND IMPROVEMENT PLAN DEVELOPMENT

**Task 3.1 Final Plans, Specifications and Estimates (PS&E)** – NV5 will prepare plans for the proposed improvements utilizing the approved conceptual design. The plans will be prepared as plan and profile sheets at a scale of 1"=20'. The title sheet will include the City's standard notes and signature blocks. The plan package will include detail sheets and typical sections, a demolition plan, signing and striping as well as the street improvement designs. The plans will be submitted to the City for their review at 60% completions, 100% completion and Final approval. Final plans will be submitted on full size (24" x 36") mylar.

**Task 3.2 Coordination Meetings** – The design team will meet with the City staff to review the project plans and status at the 60% and 100 % submittal milestones. The team will review the plan status and project schedule as well as the City's plan check comments.

**Task 3.3 Flashing Beacon and LED Security Lighting Design** – NV5 will prepare plans identifying the locations and proposed feeds for the flashing beacon and LED security lights. The plans will be based on the improvement plans and will be coordinated with all existing and proposed facilities.

**Task 3.4 Utility Potholing** – We will coordinate utility potholing prior to final design for utilities where a conflict may be an issue due to the proposed improvements. The locations of the flashing beacons, will be potholed the approximate diameter and depth of the proposed foundation/footing to identify any potential conflicts. Water mains where anticipated tie-ins for water meters for irrigation improvements and water fountain improvements will be potholed as needed. Gas mains or other below ground utilities will be potholed to verify horizontal and vertical locations.

**Task 3.5 Coordination with Imperial Irrigation District (IID)** – We will coordinate with IID regarding the point of service location for electrical supply of flashing beacons. Any pole relocations required will be per IID design. We are assuming that IID will provide the down feed and conduit plan to the beacon light locations.

**Task 3.6 Final Signing and Striping Plans** – We will prepare signing and striping plans for the project improvements including transitions as needed on the north and south ends of the project. The plans will be prepared at a scale of 1"=20' to match the street improvement plans. The plans will be prepared in planview only with stacked viewports and based upon Caltrans MUTCD.



**Task 3.7 Specifications** – We will prepare the project technical specifications for the proposed improvements for City review with the 100% and Final plan submittals. Specifications shall be prepared in Microsoft Word and shall conform to the Special Provisions Guide for use in the Standard Specifications for Public Works Construction and shall include the bid schedule indicating measurement and payment for bid items for the project. The City will provide the front-end bid documents, contract and general provisions.

**Task 3.8 Engineer's Estimate of Probable Costs** – We will provide an engineer's estimate of probable costs with and submit with the 100% and final plan submittal. The estimate shall be prepared in Microsoft Excel and reflect items shown on the bid schedule provided as part of the specifications including sufficient bid items as reflected on the improvement plans for contractors to properly bid on the scope of work. As part of this task we will prepare a schedule indicating probable construction duration in calendar days to submit to the City for their use in communication with the potential bidders.

## LANDSCAPE DESIGN

**Task 4.1 Project Coordination and Communication** – NV5's subconsultant RLA will perform general project coordination such as site visits, phone calls, emails, etc. in order to make sure the project design decisions are communicated to the City and the design team.

**Task 4.2 Base Maps and Planting Palette** – RLA shall use NV5's base CAD files to create the Landscape Base Sheets required for the Preliminary Landscape Plans, Landscape Construction Plans and Irrigation Plans. RLA will also prepare a planting palette for the project which reflects the plants indicated in the RFP as well as other drought tolerant plants which meet the requirements of the Model Water Efficient Landscape Ordinance (MWELO) requirements. The plant palette will include the proposed species and sizes to be utilized on the project. (We understand that no trees may exceed 15 gallons in size in the initial planting.) The plant palette will be submitted to the City for their review prior to proceeding with the preliminary landscape design.

**Task 4.3 Preliminary Landscape/Construction Plans** – RLA will prepare a preliminary landscape plan on the base maps prepared as part of the previous task. The plan shall locate, size and identify all trees, shrubs and ground covers. Propose drinking fountains (4), trash cans (10), shade structures (4), benches (10) and bike racks (4) will be located on the plan. This plan will be submitted to the City and project team for review and preliminary approval.

**Task 4.4 Final Construction Plans for Street Furniture** – This plan will call-out and locate site amenities based upon the review and comments received from the project team and the City. The specifications for the installation of the amenities as described in the previous task will be per the manufacturer and/or suppliers.

**Task 4.5 Final Landscape Plans** – The final landscape plan will be based upon the review and comments received from the project team and City on the preliminary landscape plan. The plans will be submitted along with the irrigation plans to the City and the Coachella Water Authority for review and approval. The plans will include details and specifications required to install the landscape improvements, a title sheet with project information and an opinion of probable costs for the proposed landscape improvements.

**Task 4.6 Irrigation Plans** – The irrigation plan will be prepared to accompany the final landscape plans for submittal. The plan will specify all piping materials and sizes, emitters, valves, water meter locations and sizes required to irrigate the proposed and existing (if any) plant material. RLA will provide water calculations, flow requirements and equipment sizing as required.

**Task 4.7 Processing Landscape and Irrigation Plans** – Processing of the construction documents, landscape and irrigation plans will be done with the Water district and the City for final approval. Minor corrections to the plans after review by the agencies included under this task. It is assumed that no more than two submittals will be required before the plans are approved for construction.

## PHASE 3

### CONSTRUCTION SUPPORT

**Task 5.1 Pre-Bid Requests for Information (RFIs)** – We will respond to RFIs during the bidding process relating to our plans and specifications. We have assumed up to ten (10) pre-bid RFIs. We will provide documentation of our responses to the RFIs and submit them to the City for reference.

**Task 5.2 Temporary Markings** – We will provide temporary markings depicting the limits of construction prior to the pre-construction meeting.

**Task 5.3 Pre-Construction Meeting** – We will attend a pre-construction meeting with the City and the selected contractor. NV5 staff will include members of the design team and construction survey team. We will be prepared to answer any questions regarding the plans and specifications and we will be available to coordinate schedule of construction staking. Discussions will include staking request protocol and lead times.

**Task 5.4 Construction Staking** – NV5 will provide office calculations and one set of stakes for the following tasks.

- Curb and Gutter along the easterly side along with the handicap ramps on the westerly side of Grapefruit Boulevard and the southerly side of 9th street. Stake will be set at 25' intervals and graded to top of curb or finish surface. Cut sheets shall be provided to the client.
- Curb and Gutter for the proposed median along the center of Grapefruit Boulevard. Stake will be set at 25' intervals and graded to top of curb and invert of pipe in Bio Swale. Cut sheets shall be provided to the client.
- Stake locations of Beacon lights and lighted Bollards. Cut Sheets shall be provided.

**Task 5.5 Construction RFIs** – We will respond to Construction staff and/or Contractor RFIs during the project construction as it relates to clarification of technical design issues that may come up during construction. We have assumed up to ten (10) construction RFIs. We will provide documentation of our responses to the RFIs and submit them to the City for reference.

**Task 5.6 Site Observation and Quality Control Landscape Improvements** – During construction observe, recommend, clarify and provide “filed reports” for the duration of the construction installation, not to exceed fifteen (15) site visits (3 visits per week +/-). Field reports shall indicate construction activities/progress, on-site equipment/personnel and weather conditions. Additional days shall be billed at \$250.00 per visit/report as requested by the client.

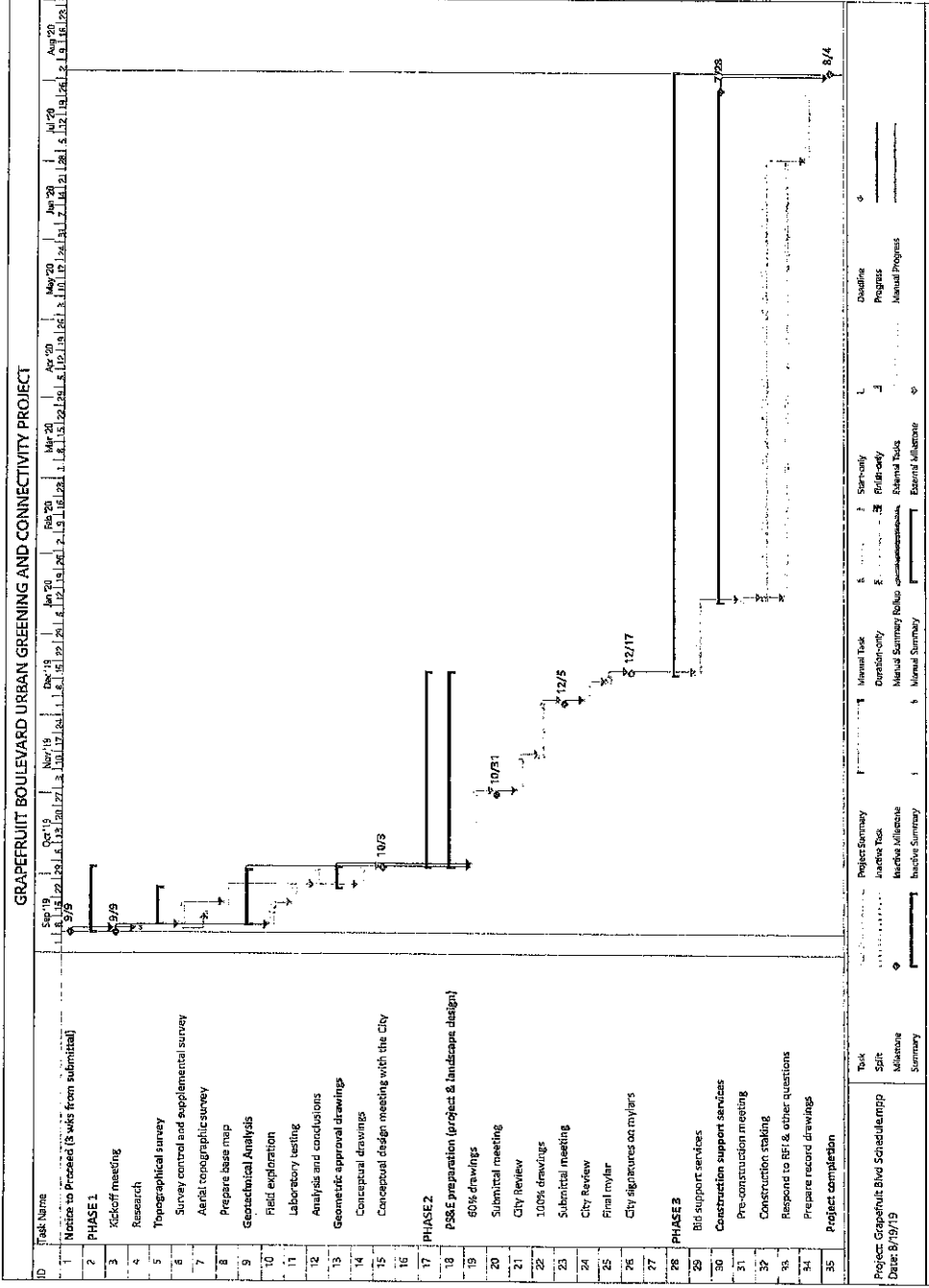
**Task 5.7 Prepare Record Drawings** – We will prepare a set of Mylar “Record Drawings” reflecting as-built conditions based upon red-line copies of the plans from the contractor and City inspector upon the project completion.

#### **ASSUMPTIONS**

- City already has the environmental clearances for this project.
- No additional right-of-way will be needed
- Record maps for existing right-of-ways are available for our use
- No fee encroachment permits will be required in order to accomplish our work including survey tasks

#### **EXCLUSIONS**

- CEQA documentation
- Geotechnical and pavement design services
- Community outreach services
- Hydrology/hydraulics calculations or reports
- Any task not included is excluded





# NV5, INC.

## City of Coachella Grapefruit Boulevard

### 2019 Prevailing Wage Charge Rates Schedule

#### Office:

##### Technical Services

Engineering Aide/Planning Aide.....	\$55.00/hour
Project Assistant.....	\$70.00/hour
Project Administrator.....	\$85.00/hour
CADD Technician I.....	\$90.00/hour
CADD Technician II.....	\$110.00/hour
CADD Technician III.....	\$115.00/hour
Senior CADD Technician/Designer.....	\$120.00/hour
Design Supervisor.....	\$130.00/hour

##### Professional

Junior Engineer/Planner/Surveyor.....	\$75.00/hour
Assistant Engineer/Planner/Surveyor.....	\$100.00/hour
Associate Engineer/Planner/Surveyor.....	\$115.00/hour
Senior Planner/Surveyor.....	\$130.00/hour
Manager.....	\$160.00/hour
Senior Engineer.....	\$150.00/hour
Associate.....	\$195.00/hour
Principal.....	\$210.00/hour

#### Field:

##### Construction Management

Junior Field Engineer.....	\$141.00/hour
Assistant Field Engineer.....	\$166.00/hour
Associate Field Engineer.....	\$183.00/hour
Senior Field Engineer.....	\$193.00/hour
Construction Manager.....	\$198.00/hour

##### Surveying

1-Person Survey Crew.....	\$140.00/hour
2-Person Survey Crew.....	\$240.00/hour
3-Person Survey Crew.....	\$280.00/hour
Survey Manager.....	\$160.00/hour

#### Expenses:

Plotting and In-house Reproduction.....	1.15 x Cost
Subsistence.....	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts..	1.15 x Cost
Mileage - Outside local area.....	Per accepted IRS rate

Rates are effective through December 31, 2019. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$300.00 per hour. Rates based on "Prevailing Wage" for Construction Management and Surveying will be determined by Project and County per California law.

