



City of La Quinta

CITY / SA / HA / FA MEETING DATE: January 20, 2015

AGENDA CATEGORY:

ITEM TITLE: APPROPRIATE FUNDING, ADD THE LIBRARY IMPROVEMENTS PROJECT TO THE FISCAL YEAR 2014/2015 CAPITAL IMPROVEMENT PLAN, AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH COACHELLA VALLEY ENGINEERS, INC.

BUSINESS SESSION: 2

CONSENT CALENDAR:

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Appropriate funding in the amount of \$1,189,610 from unassigned Library Fund Reserves; add the Library Improvements Project to the City's Fiscal Year 2014/2015 Capital Improvement Plan; and approve a Professional Services Agreement with Coachella Valley Engineers, Inc. to prepare the plans, specifications, and engineer's estimate for the Library Parking Lot Expansion and Reconfiguration Improvements Phase of the Library Improvement Project subject to minor modifications by the City Attorney.

EXECUTIVE SUMMARY:

- The Library is nearly 10 years old and staff has identified deferred maintenance and facility refurbishment needs that should be addressed. It is more cost effective to address these needs now than to delay; delaying these improvements will result in increased future costs.
- The Library Improvements Project consists of both interior and exterior improvements with a projected total cost of \$1,189,610.
- With Council approval, staff will work toward completing all improvements prior to the Library's 10-Year Anniversary Celebration event in September.
- Staff recommends the improvements be designed this winter and spring to enable summer construction, which will have the least impact to Library patrons.

FISCAL IMPACT:

The total project cost is estimated to be approximately \$1,189,610 for the interior and parking lot improvements. It is anticipated that approximately \$350,000 to

\$400,000 of the parking lot improvement cost will be offset by a developer contribution as part of the purchase and sale of the adjacent City-owned parcels.

Staff has conducted a facility needs assessment that resulted in the following project budget:

	Project Total	Interior Phase	Exterior Phase
Professional (7.75%):	\$60,505	\$24,297	\$36,209
Design (10%):	\$78,071	\$31,350	\$46,721
Inspection/Testing/Survey (9.75%):	\$76,119	\$30,567	\$45,553
Construction:	\$780,712	\$313,505	\$467,208
City Administration (5%):	\$39,036	\$15,675	\$23,360
Contingency (15% of Whole):	\$155,167	\$62,309	\$92,857
Total Recommended Budget:	\$1,189,610	\$477,703	\$711,907

Note: Due to rounding, numbers presented may not add up precisely to the totals provided.

Adequate funding is available from unassigned Library Funds to support the recommendation. These funds can only be used for Library facilities and operations.

BACKGROUND/ANALYSIS:

The City’s Library (Attachment 1) will be celebrating its 10th anniversary in September of this year and the Community Services Department is planning a celebration to recognize this achievement. After 10 years of heavy use, the interior of the Library and the parking lot are both in need of refurbishment (Attachment 2). The interior of the Library will be refreshed to include new carpet, paint, upgraded restrooms, and new or rehabilitated furnishings; \$50,000 has been allocated to address drainage issues that caused damage to the building interior during the September 2014 storms. The parking lot will be expanded to accommodate the greater parking demand generated in recent years, improve pedestrian access through the lot, and facilitate the development of City-owned parcels to the west. Per prior City Council direction, the project will also include a pedestrian link through the parking lot to facilitate access between the Civic Center Campus and The Village.

Since the time needed to design the parking lot expansion is greater than what is required for the interior refurbishment, staff recommends that the design of the parking lot improvements begin immediately. Attached for City Council’s consideration is a Professional Services Agreement in the amount not to exceed \$42,000 with Coachella Valley Engineers, Inc. (CVE) (Attachment 3), which will enable the City to obtain the necessary services for preparation of the plans, specifications, and engineer’s estimate of probable construction costs for the

exterior work. Staff recommends bypassing the City's Request for Proposals procedure in order to realize time savings necessary to complete the project by September 1, 2015. Further, CVE is doing the civil engineering work for Marvin Investments (the developer who is designing the mixed-use development on the adjoining City property) and is intimately familiar with the site, topography and soils conditions.

Contingent upon City Council's approval, the following is the anticipated project schedule:

Project Added to CIP & Design PSA Approved	January 20, 2015
Design Phase	January 21 through April 14, 2015
PS&E Approval	April 21, 2015
Bid Advertisement	April 22 through May 21, 2015
Award of Contract	June 2, 2015
Sign Contracts and Mobilize	June 3 through 26, 2015
Construction (50 Working Days)	June 29 through August 28, 2015
Project Substantially Complete	September 1, 2015

ALTERNATIVES:

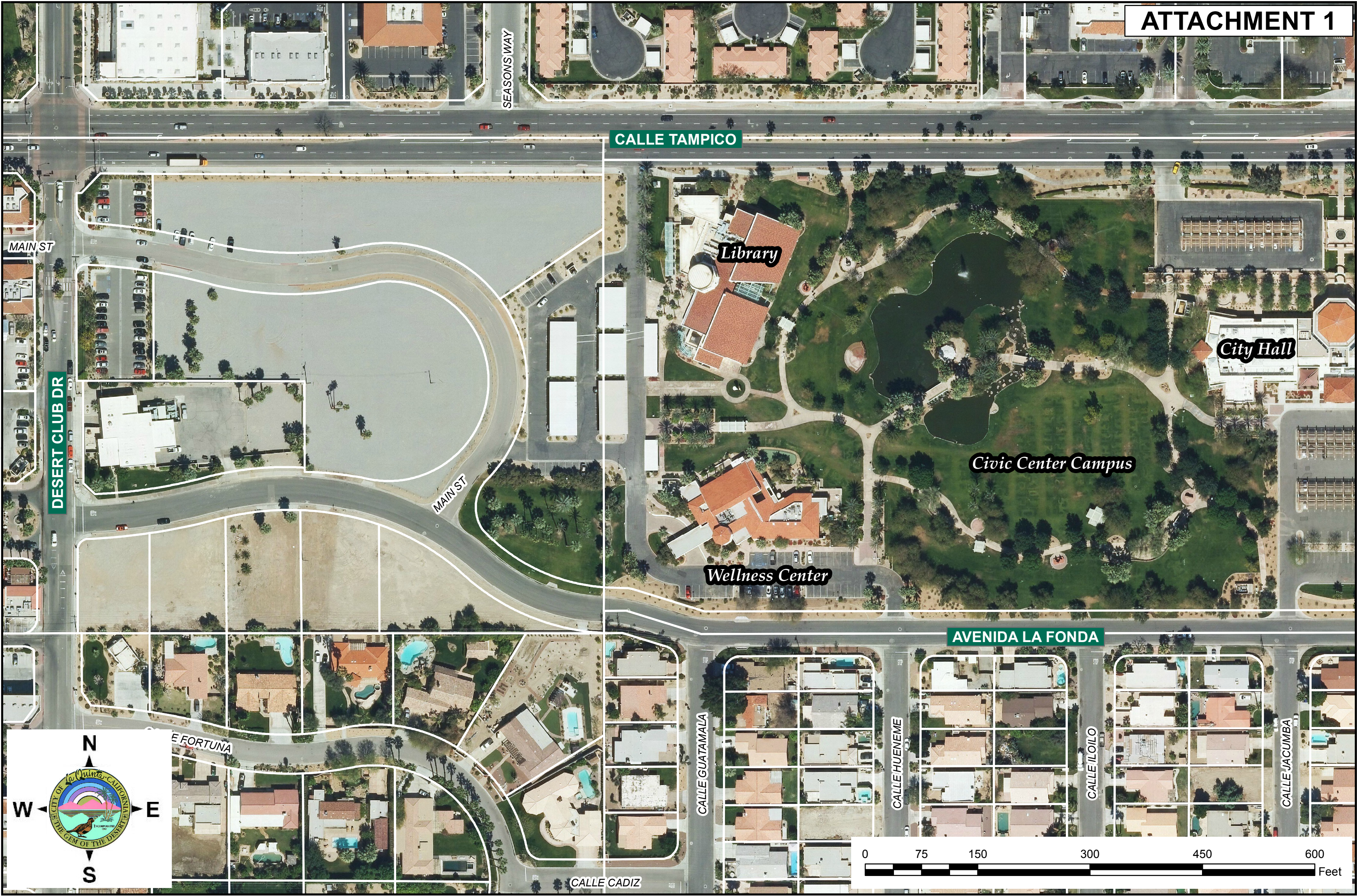
Council may elect to approve only the renovation to the interior of the Library and slurry seal the parking lot. Since this option would not provide additional parking for the Library nor improve pedestrian access through the parking lot, this alternative is not recommended.

Report prepared by: Edward J. Wimmer, P.E., Principal Engineer

Report approved for submission by: Timothy R. Jonasson, P.E.

Public Works Director/City Engineer

- Attachments:
1. Vicinity Map
 2. Existing Library Parking Lot
 3. Professional Services Agreement



MAIN ST

SEASONS WAY

CALLE TAMPICO

DESERT CLUB DR

MAIN ST

Library

City Hall

Civic Center Campus

Wellness Center

AVENIDA LA FONDA



E FORTUNA

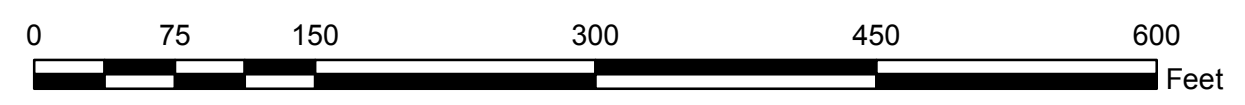
CALLE GUATAMALA

CALLE HUENEKE

CALLE ILOILO

CALLE JACUMBA

CALLE CADIZ



IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

LA QUINTA LIBRARY PARKING LOT

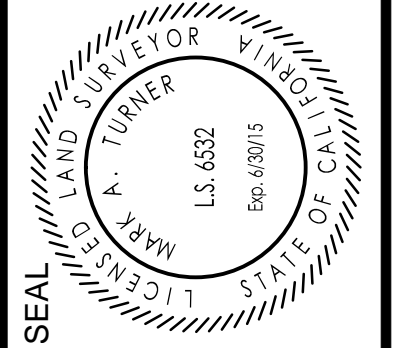
COACHELLA VALLEY ENGINEERS
JANUARY, 2015



Underground Service Alert
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

RECOMMENDED FOR APPROVAL		DATE	
DATE	BY	DATE	BY
	ENGINEER		

SEAL



APPROVED BY THE CITY OF LA QUINTA

DATE: _____

PREPARED UNDER THE DIRECT SUPERVISION OF:

P.L.S. NO. 6532 MARK A. TURNER EXP. DATE 06/30/15

CVE
Coachella Valley Engineers
77-933 Las Montanas Road, Suite 101
Palm Desert, CA 92211
Tel: (760) 360-4200 Fax: (760) 360-4204
email: cve@cve.net web: www.cve.net

SCALE: 1" = 20'
DATE: JAN, 2015

BENCHMARK: CITY OF LA QUINTA B.M. 285, 3.47 BRASS DISK IN CURB, FURUSH, 70' WEST OF ECR OF THE NW CORNER RETURN AT THE INTERSECTION OF CALLE TAMPICO & WASHINGTON STREET. ELEV. = 38.947 (NAVD 88)

CITY OF LA QUINTA, RIVERSIDE COUNTY, STATE OF CALIFORNIA

A.P.N. 770-123-012 & 770-130-001

LA QUINTA LIBRARY PARKING LOT

FOR LA QUINTA LIBRARY JOB NO. 14143

SHEET No. 1 OF 1 SHITS

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and **COACHELLA VALLEY ENGINEERS** ("Consultant"). The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide **professional surveying and design services related to the La Quinta Library Parking Lot Project**, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant represents that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, regulations and laws of the City of La Quinta and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant represents that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the site of the work and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.5 Care of Work and Standard of Work.

a. Care of Work. Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by

Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to City, when such inaccuracies are due to the negligence of Consultant.

b. Standard of Work. Consultant acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities. and that, consistent with this understanding, Consultant's services and work will be held to a standard of quality and workmanship. Consistent with Section 1.4 hereinabove, Consultant represents to City that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement.

1.6 Additional Services. In accordance with the terms and conditions of this Agreement, Consultant shall perform services in addition to those specified in the Scope of Services ("Additional Services") when directed to do so by the Contract Officer. Consultant shall not perform any Additional Services until receiving prior written authorization from the Contract Officer. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Consultant to secure the Contract Manager's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time due, whether by way of compensation, restitution, quantum meruit, etc. for Additional Services provided without the appropriate authorization from the Contract Manager. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.2 of this Agreement.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in Exhibit "D" (the "Special Requirements"). In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed **Thirty Thousand Dollars (\$30,000)** (the "Contract Sum"), except as provided in Section 1.6. An additional **Seven Thousand Five Hundred (\$7,500)** is optional for a **Structural Foundation Plan (Task #11)**. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with

the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Consultant's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.6 of this Agreement, "Additional Services."

2.2 Compensation for Additional Services. Additional services approved in advance by the Contract Manager pursuant to Section 1.6 of this Agreement, "Additional Services," shall be paid for in an amount agreed to in writing by both City and Consultant in advance of the Additional Services being rendered by Consultant. Any compensation for Additional Services amounting to five percent (5%) or \$5,000, whichever is greater, of the Contract Sum may be approved by the Contract Officer. Any greater amount of compensation for additional services must be approved by the La Quinta City Council. Under no circumstances shall Consultant receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer pursuant to Section 1.6 of this Agreement.

2.3 Method of Billing. Any month in which Consultant wishes to receive payment, Consultant shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit C (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Extensions to the Schedule of Performance which are determined by the Contract Officer to be justified pursuant to this Section shall not entitle the Consultant to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with Sections 8.7 or 8.8 of this Agreement, the term of this agreement shall commence on **January 26, 2015 and terminate on June 30, 2015.**

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

- a. **David Turner, President**
E-mail: dturner@cve.net

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder.

The foregoing principals may not be changed by Consultant and no other personnel may be assigned to perform the service required hereunder without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be **Timothy R. Jonasson, Public Works Director/City Engineer** or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the

services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.5 City Cooperation. City shall provide Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to services to be performed hereunder which are reasonably available to Consultant only from or through action by City.

5.0 INSURANCE

5.1 Insurance. Prior to the beginning of and throughout the duration of the Work performed under this Agreement, Consultant shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Consultant's acts or omissions rising out of or related to Consultant's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Consultant's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. A certificate evidencing the foregoing and naming City and its officers and employees as additional insured (on the Commercial General Liability policy only) shall be delivered to and approved by City prior to commencement of the services hereunder.

The following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-:VI:

Commercial General Liability (at least as broad as ISO CG 0001)
\$1,000,000 (per occurrence)
\$2,000,000 (general aggregate)

Commercial Auto Liability (at least as broad as ISO CA 0001)
\$1,000,000 (per accident)

Errors and Omissions Liability
\$1,000,000 (per claim and aggregate)

Workers' Compensation
(per statutory requirements)

Consultant shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Consultant, its officers, any person directly or indirectly employed by Consultant, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Consultant's performance under this Agreement. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Consultant's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Consultant shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

All insurance required by this Section shall be kept in effect during the term of this Agreement and shall not be cancelable without written notice to City of proposed cancellation. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

5.2 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Consultant to stop work under this Agreement and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Consultant's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of work under this Agreement.

5.3 General Conditions pertaining to provisions of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

9. Consultant agrees to require that subcontractors provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any subcontractor to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect, but in no way shall exceed 10 years from the date of this agreement.

15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly

agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any subconsultant involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

6.0 INDEMNIFICATION.

6.1 General Indemnification Provision.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including, without limitation, injury to or death of an employee of Consultant or subconsultants), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and

consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

6.2 Standard Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

a. Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively

negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

b. Indemnification Provision for Design Professionals.

1. Applicability of Section 6.2(b). Notwithstanding Section 6.2(a) hereinabove, the following indemnification provision shall apply to Consultants who constitute "design professionals" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and City's agents, officers, officials, employees, representatives, and departments ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including, without limitation, injury to or death of an employee of Consultant or subconsultants), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them or anyone that they control.

3. Design Professional Defined. As used in this Section 6.2(b), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

7.0 RECORDS AND REPORTS.

7.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby. Ownership of documents shall not transfer to the City, until payment for their services rendered is tendered. Consultant shall retain a copy of all work product prepared to date for its records if Consultant so desires.

In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

7.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer or as required by law. Consultant shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

8.0 ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such

default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.7.

8.3 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.8 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for

all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.3. Consultant may terminate agreement upon non-payment of fees within 60 days of invoice and cease all services required hereunder.

8.8 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.3.

8.9 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9.0 CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or general consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement. Consultant shall take

affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

10.0 MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this section.

To City:
CITY OF LA QUINTA
Attention: Frank Spevacek,
City Manager
78-495 Calle Tampico
La Quinta, California 92253

To Consultant:
COACHELLA VALLEY ENGINEERS
Attention: David Turner,
President
77-933 Las Montanas Rd., Ste 101
Palm Desert, CA 92211

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and all previous understanding, negotiations and agreements are integrated into and superseded by this Agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA a California municipal corporation

Frank J. Spevacek, City Manager

Date


ATTEST:

Susan Maysels, City Clerk

APPROVED AS TO FORM:

William H. Ihrke, City Attorney

CONSULTANT: COACHELLA VALLEY ENGINEERS

By: 

Name: DAVID B. TURNER

Title: PRESIDENT

Date: 1-12-15

EXHIBIT "A"

**SCOPE OF SERVICES
City of La Quinta Library Parking Lot
APN 770-123-011 & 012, 770-130-001
La Quinta, CA**

December 12th, 2014

Consultant agrees to perform Professional Surveying and Engineering design services for the parcels described above as follows:

WORK TASKS

TASK NO. 1 RESEARCH/INVESTIGATION

Consultant shall perform office research to investigate existing Improvement Plans and Reports for the existing City of La Quinta Storm Drain Improvements and Library Improvements (Parking Lot, Structures, etc.) to incorporate in the Library Parking Lot Improvement Plans.

TASK NO. 2 TOPOGRAPHIC SURVEY/SITE PLAN

Consultant shall perform necessary field surveying and office support calculations to reflect the existing physical information along with structures adjacent to the site, including where applicable, existing utilities to be incorporated in the site development.

The local City of La Quinta benchmark will be used as a reference for this project. If necessary, a Temporary Bench Mark (TBM) will be established to accommodate the survey, design and construction of the site improvements based on existing improvements, approved Site Plan, field notes and/or State/County/City "record drawings".

TASK NO. 3 HYDROLOGY STUDY

Consultant shall perform a site hydrology analysis and hydraulic calculations to design for the calculated runoff into retention areas and the existing City of La Quinta Storm Drainage System. The hydrology and hydraulic calculations will be based on the Riverside County Flood Control and Water Conservation District's Hydrology Manual.

Consultant shall provide drainage calculations, summaries, analysis and recommendations for size and location of on-site storm drainage retention.

TASK NO. 4 ADA PATHS OF TRAVEL PLAN

Consultant shall prepare ADA Path of Travel plans for the proposed site to delineate paths for Library access as well as connection to the surrounding Old Town area and proposed Villas at Old Town.

JN 14143.00

TASK NO. 5 PARKING LOT GRADING/PAVING PLAN

Consultant shall prepare a Parking Lot Grading and Paving Plan for the proposed parking lot site to be based on the approved site plan showing proposed finish grades, parking and drive alignments/relocation and drainage patterns. Said Grading Plan will include the ADA path of travel, site access and retention basin design with proposed Maxwell percolation chambers and overflow facilities.

TASK NO. 6 STORM DRAIN IMPROVEMENT PLAN DETAILS

Consultant shall prepare Storm Drain improvement plan details for the expansion of the existing storm drain system within the parking lot. Said street improvement plan details shall be prepared in plan view and shown in conjunction with the Grading and Paving Plan

TASK NO. 7 SWPP PLAN

Consultant shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and Erosion Control Plan as required for projects over 1.0 acres by the State Water Resources Control Board (SWRCB) Order No. 92-08-DWQ National Pollutant Discharge Elimination system (NPDES) General Permit No. CAS000002. This SWPPP will, when necessary:

Identify pollutant sources associated with construction activity that may affect the quality of the storm water runoff from construction sites, and identify, construct, and implement storm water management practices to abate pollutants in storm water discharges from the construction site both during and after construction.

The SWPPP is to be implemented prior to commencement of construction activity, is to be kept at the construction site during construction activity and is considered a document to be made available upon request by a representative of the Regional Water Quality Control Board (RWQCB). The Consultant will prepare and submit the Notice of Intent (N.O.I.) to the State for processing.

TASK NO. 8 WQMP

Consultant shall prepare a Water Quality Management Plan, as required of projects with greater than 5,000 square feet of parking area, to detail the implementation of Best Management Practices necessary to treat runoff generated on-site.

TASK NO. 9 PM 10 PLAN

Consultant shall prepare documentation of proposed on-site activities to control fugitive dust (PM10) during grading operations.

TASK NO. 10 PRINTING AND REPROGRAPHICS

Consultant shall provide Printing and Reprographics required for the project

TASK NO. 11**STRUCTURAL FOUNDATION PLAN (OPTIONAL)**

Consultant shall prepare a Structural Foundation Plan detailing the foundation of the proposed shade structures. Said Foundation Plan will include design for future use of the shade structures as Solar Panel Sites.

EXCLUSIONS

The following work items are not included in this contract. In the event that engineering or surveying services are needed for any of the following items, a scope of services covering the work will be submitted to Client for approval under a separate proposal.

- Revisions to approved Improvement Plans.
- Retaining Wall Designs.
- Building Locations Stakes or Footing Form Field Check.
- Joint Utility Trench, Utility Pot Holing or Composite Utility Plans.
- Construction Observation or Quality Assurance Engineering.
- As-Built Surveying or Record Drawing Preparation.
- Construction Staking or Monumentation
- Soils, Geologic or Materials Testing or Reports.
- Environmental, Archeological, Biological, Noise Attenuation or Traffic Studies.
- Assessment District Engineering or Specific Plans.
- Bidding Assistance or Contract Administration.
- Construction Consultation or Plan Interpretation.
- Landscape and Lighting Maintenance District Plans or Reports.
- Irrigation Line Improvement Plans or Relocation.
- Quantity or Cost Estimates.
- Legal Descriptions and/or Exhibits.
- General Plan Amendment, Zone Change or Conditional Use Permit.

ADDITIONAL WORK

Consultant shall provide additional engineering or surveying services for unanticipated or quantitatively unknown work items as requested by Client. Work shall be accomplished under this task on written authorization from the Client. The work authorization form as provided by the Consultant shall include a brief description of the work task and an anticipated fee.

EXHIBIT "B"

**COMPENSATION FOR SERVICES
City of La Quinta Library Parking Lot
APN 770-123-011 & 012, 770-130-001
La Quinta, CA**

December 12th, 2014

Client agrees to compensate Consultant for such services as set forth in the Scope of Services, Exhibit "A", dated December 12th, 2014, as follows:

A fixed fee of **THIRTY THREE THOUSAND DOLLARS (\$30,000.00)** for Tasks 1-10 and **SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00)** for Tasks 11 as set forth in the Scope of Services defined herein, plus the reimbursable cost of printings, mailings and fees. Consultant requests a retainer of **FOUR THOUSAND DOLLARS (\$4,000.00)** (to be credited to the final billing) to commence the services as proposed herein with the balance to be invoiced periodically based upon the estimated percentage of completion of each item of work as of the billing closing date.

TASKS

1	Research/Investigation	\$1,500.00	
2	Topographic Survey/Site Plan	\$4,500.00	
3	Hydrology Study	\$3,000.00	
4	ADA Paths of Travel Plan	\$2,500.00	
5	Parking Lot Grading/Paving Plan	\$7,500.00	
6	Storm Drain Improvement Plan Details	\$2,500.00	
7	SWPP Plan	\$3,000.00	
8	WQMP	\$3,000.00	
9	PM 10 Plan	\$2,000.00	
10	Printing & Reprographics	\$500.00	
11	Structural Foundation Plan (Optional)		\$7,500.00

SUBTOTAL: \$30,000.00

TOTAL with Optional task: \$37,500.00

Note: The fees set forth herein constitute an offer to contract for the defined tasks for a 30-day period from the date shown on the Proposal. If Client's acceptance is not received within the specified 30-day period, this offer becomes void and is subject to re-negotiation.

**Exhibit C
Schedule of Performance**

Consultant shall complete all services identified in the Scope of Services, Exhibit "A" of this Agreement in accordance with the Project Schedule, as outlined below:

January 20, 2015 – Receive Contract Approval by City Council

March 16, 2015 – Submit Plan Set for Frist Plan Check

1 Week City Review Period

March 23, 2015 – Receive Plan Check Comments

April 7, 2015 – Re-submit Plan Set

1 Week City Review/Approval Period

April 14, 2015 – Submit Mylar Set for Signature

**Exhibit D
Special Requirements**

None.

