



CITY OF BLYTHE

BID DOCUMENTS FOR

**BARNARD/LOVEKIN STORM LIFT
REHABILITATION PROJECT WITHIN THE CITY
OF BLYTHE, CA**

FEBRUARY 2026

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SECTION I. NOTICE INVITING BIDS

CITY OF BLYTHE NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Blythe ("City") invites sealed bids for the project entitled:

CITY OF BLYTHE BARNARD/LOVEKIN STORM LIFT REHABILITATION PROJECT

1. **BID SUBMISSION AND OPENING.** Bids will be received at the City of Blythe, Office of the City Clerk, 235 N. Broadway, Blythe, California, 92225 until **Thursday, March 19, 2026, at 2:00pm**, at which time they will be publicly opened and read aloud in the Multi-Purpose Room at said address. Any bid received after the scheduled closing time for the receipt of bids will not be considered and will be returned to bidder unopened. It is the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.
2. **OBTAINING OR INSPECTING BID DOCUMENTS.** Bid documents for the project are available on the City of Blythe website at: <http://www.cityofblythe.ca.gov>. Any addenda will be posted on the website. It will be the responsibility of each bidder to obtain the addenda from the website. Each addendum will include an acknowledgment indicating receipt of the addendum. This acknowledgment must be signed and included with the bid for each addendum issued. Bids which do not include the signed acknowledgement for each addendum, if any, may be rejected.
3. **PROJECT DESCRIPTION.** The project consists of supply and replacement of two (2) pumps, pipes and installation of new control panel at Storm Lift #11 located at 303 N. Lovekin, Blythe, CA 92225.
4. **MANDATORY PRE-BID MEETING, JOB WALK MEETING, AND PRE-BID INQUIRIES.** All contractors interested in bidding on this project shall attend **a mandatory pre-bid meeting** to be held in the Multi-Purpose Room at City Hall, located at 235 N. Broadway, Blythe, CA 92225 on **Tuesday, February 24, 2026, at 10:00am** then proceed for a job walk on the project location at 303 N. Lovekin Blvd., Blythe, CA 92225. Questions regarding bidding, the bidding process and/or the project plans, specifications and contract documents will be addressed at the pre-bid meeting. Questions may be submitted to Mallory Crecelius by email at msutterfield@cityofblythe.ca.gov until **4:00pm on Friday, February 27, 2026**. Responses to all questions received will be issued via an addendum posted to the City's website by **Tuesday, March 03, 2026**.
5. **BID CONTENTS.** All bids must be submitted on the proposal forms included in the bid documents and be signed by an authorized company representative. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements. Each bid must be submitted in a sealed envelope clearly labeled **"Barnard/Lovekin Storm Lift Rehabilitation Project**.
6. **BID SECURITY.** Each bidder must submit with his/her/its bid a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Blythe, in an amount equal to at least ten percent (10%) of the total amount of the bid. No bid will be considered unless

accompanied by such certified check, cashier's check, or bid bond.

7. **CONTRACTOR'S LICENSE**. In accordance with California Public Contract Code section 3300, the selected contractor shall possess a valid Class "A" General Contractor license issued by the State of California Contractors State License Board at the time of contract award. Each subcontractor(s) performing work shall possess the appropriate State licenses for the work to be performed. Each bidder shall submit a copy of its active Contractor's license with its bid documents.
8. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**. Pursuant to California Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to California Labor Code section 1725.5.
9. **PREVAILING WAGE REQUIREMENTS**. This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Public Works Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
10. **BONDS**. The successful bidder will be required to provide a Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount.
11. **TIME FOR COMPLETION**. The work shall be completed sixty (60) calendar days following receipt of a written Notice to Proceed from the City.
12. **LIQUIDATED DAMAGES**. Liquidated damages in the amount of two hundred fifty dollars (\$250.00) per calendar day will be assessed after the designated 60 calendar days have expired.
13. **RETENTION**. The City withholds five percent (5%) of each progress payment as retention. Pursuant to California Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
14. **CITY BUSINESS LICENSE**. The awarded contractor and subcontractors will be required to obtain a City Business License.
15. **CITY'S RIGHT TO REJECT BIDS**. The City of Blythe reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.

CITY OF BLYTHE, Dated February 3, 2026

Published by: Mallory Crecelius, City Clerk

Published on: February 11, 2026

SECTION II. INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1. General Information. Bids will be received at the City of Blythe, Office of the City Clerk, 235 N. Broadway, Blythe, California, 92225 until Thursday, March 19, 2026, at 2:00pm, at which time they will be publicly opened and read aloud in the Multi-Purpose Room at said address. Any bid received after the scheduled closing time for the receipt of bids will not be considered and will be returned to bidder unopened. It is the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

All bids must be submitted on the proposal forms included in the bid documents and be signed by an authorized company representative. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements. **Each bid must be submitted in a sealed envelope clearly labeled Barnard/Lovekin Storm Lift Rehabilitation Project.**

2. Scope of Work

The project consists of supply and replacement of two (2) pumps, pipes and installation of new control panel at the Storm Lift #11 located at 303 N. Lovekin, Blythe, CA 92225:

- Replace two (2) Submersible Pumps, 18HP, 1750 RPM, 1200 to 1500 GPM @ 36' Head.
- Replace Existing Pump Control Panel with New NEMA 4 Rated Enclosure, Hour Meters and Alarm Light for High Water & Pump Failure Including All Floats.
- Replace Existing Six Inch (6") Replace Existing Six Inch (6") Discharge Piping from Pumps To Transition Point At The Ten Inch (10") PVC Force Main Line, Including Two (2) Check Valves And Two (2) Gate Valves With Valve Cans & Concrete Support Collars. All New Piping Will Be PVC C-900 Except Pipe Extending Through Vault Wall Which Will Be Ductile Iron with Interior & Exterior Epoxy Coating. All Underground and Inside Wet Well Fasteners for Piping Connections Should Be of Stainless Steel Only. **Please Refer to Sheet #5 Labelled As "Work Area" At the Attached Plan.**
- Work Will Include Repair of Asphalt Street Sections, Concrete Curb & Gutter, And Sidewalk. All Affected Areas Will Be Restored Back to Its Original Condition.
- Demolish All Existing Components That Needed Replacement, Haul Away Debris for Proper Disposal.
- The Work Area Will Be Free of Water & Debris Prior Work Starts.
- Traffic Control Will Be Provided by Public Works Staff.

3. are required on the proposal forms must be fully executed.
4. **Preparation and Submission of Bids.** Bids shall be submitted on an unbound copy of the forms provided. The copy shall be properly executed, and any interlineation, alterations, or erasures shall be formally explained and initialed by the bidder. Failure to comply with this requirement may be cause for rejection of the bid. Each bid shall show the full legal name and business address of the bidder, including its street address, and shall be signed with the usual signature of the person or persons authorized to bind the bidder and shall be dated. Bids by a partnership or joint venture shall list the full names and addresses of all partners or joint venturers. The State of Incorporation shall be stated when the bidder is a corporation. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested by the City, satisfactory evidence of the authority of any signatory on behalf of the bidder shall be furnished. The bid shall be enclosed in a sealed envelope, bearing the project title as given.
5. **Bid Proposal.** Documents/items which must be submitted with the bid are:
 - a. Bid Schedule
 - b. Bidder's Bond
 - c. Subcontractor List
 - d. Non collusion Declaration
 - e. Construction Project References
 - f. Signed Addenda (if any)
6. **Taxes.** No mention shall be made in the bid proposal of sales tax, use tax or any other tax, as all amounts bids will be deemed and held to include any such taxes which may be applicable.
7. **Bid Security.** Each bidder must submit with his/her/its bid a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Blythe, in an amount equal to at least ten percent (10%) of the total amount of the bid. No bid will be considered unless accompanied by such certified check, cashier's check, or bid bond.
8. **Bid Withdrawal.** Any bid may be withdrawn at any time prior to the deadline for submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the bidder or a duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid prior to the bid deadline. Bids are opened exactly at the time fixed in the notice inviting bids. A bid will not be received after that time, nor may any bid be withdrawn after the bid deadline. No bidder may withdraw his/her/its bid within sixty (60) days after the actual date of the opening thereof.
9. **Contractor's License.** In accordance with California Public Contract Code section 3300, the selected contractor shall possess a valid Class "A" General Contractor

license issued by the State of California Contractors State License Board at the time of contract award. Each subcontractor(s) performing work shall possess the appropriate State licenses for the work to be performed. Each bidder shall submit a copy of its active Contractor's license with its bid documents.

10. Registration with the Department of Industrial Relations. Pursuant to California Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code or engage in the performance of any contract for public work unless registered and qualified pursuant to California Labor Code section 1725.5.
11. Prevailing Wage Requirements. This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Public Works Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
12. Agreement, Bonds and Insurance. The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the amounts of insurance and forms of surety bonds which the successful bidder will be required to furnish, are included in the contract documents and should be carefully examined by the bidder. The successful bidder will be required to submit an executed copy of the Agreement, the Performance Bond, the Payment Bond and the certificate(s) of insurance within ten (10) days of City's notice of award of contract.
13. Certification of Workers' Compensation Insurance Requirements. Pursuant to California Labor Code Section 1861, the successful bidder will be required to sign and file the following certification prior to performing work on the contract:

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

14. Forfeiture for Failure to Post Security and Execute Agreement. In the event the bidder to whom the notice of award is given fails or refuses to provide the required bonds and certificate(s) of insurance and return an executed copy of the Agreement within ten (10) calendar days after notification, the City may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute the Agreement, and may give notice of award to the next lowest responsive and responsible bidder, or may call for new bids.
15. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and fully acquaint himself/herself/itself with the conditions relating to the construction and labor so that he/she/it may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the agreement. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself/herself/itself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his/her/its bid or to the agreement. The submission of a bid shall be taken as *prima facie* evidence of compliance with this section.
16. Interpretation of Plans and Documents. If any bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Interim City Manager a written request for an interpretation or correction thereof. Any interpretation or correction of the contract documents will be made only by addendum duly issued and posted on the City's website. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.
17. Addenda. The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid nonresponsive and result in its rejection by the City.
18. Time for Completion; Liquidated Damages. The work shall be completed sixty (60) calendar days, materials & construction lead times included, following receipt of a written Notice to Proceed from the City. Liquidated damages in the amount of two hundred fifty dollars (\$250.00) per calendar day will be assessed after the designated sixty (60) calendar days have expired.
19. Retention. The City withholds five percent (5%) of each progress payment as retention. Pursuant to California Public Contract Code section 22300, the

successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.

20. City Business License. The awarded contractor and subcontractors will be required to obtain a City Business License.
21. City's Right to Reject Bids. The City of Blythe reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
22. Qualifications of Bidders. Bidders must be thoroughly competent and capable of satisfactorily performing the work covered by the bid proposal. They shall have had project experience similar to that specified in the project description. Each bidder shall submit a list of Construction Project References, on the form included within the proposal forms, indicating public works and/or similar projects completed or in progress within the last three (3) years. When requested, they shall furnish such additional statements relative to previous experience on similar work, the plan or procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the Interim City Manager in determining such competence and capability.
23. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act (Sections 4100-4113 of the California Public Contract Code), each bidder shall set forth the name, the location of the place of business and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid. Bidders shall also set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.
24. Summary of Public Contract Code Section 9204. The following procedure will apply to any claims by the selected contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and

sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The city and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

25. **Bid Protest Procedures.** Any bid protest must be submitted in writing before 4:00 PM no later than three (3) working days following bid opening. Only a bidder that has actually submitted a bid proposal is eligible to submit a bid protest against another bidder. The bid protest document shall contain a complete statement of the basis for the protest and all supporting documentation. The protest shall refer to the specific portion of the contract documents upon which the protest is based. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to the protested bidder and all other bidders that have a reasonable prospect of receiving an award depending on the outcome of the protest. The protested bidder may submit a response to the bid protest, including any supporting documentation, to the City within three (3) working days following receipt of the bid protest. Upon

receipt of a bid protest, the matter shall be reviewed by the Interim City Manager, whose decision shall be final. Any protests or materials submitted after the deadlines set forth herein will not be considered.

SECTION III. PROPOSAL FORMS

BARNARD/LOVEKIN STORM LIFT REHABILITATION PROJECT

SUBMITTED BY: _____
(Bidder's Name)

TO: City Clerk
City of Blythe

Dear Madam City Clerk:

The undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. The undersigned agrees that the submission of a proposal shall be considered *prima facie* evidence that the bidder has made such examination.

If awarded a contract, the undersigned agrees to execute and deliver to City of Blythe within ten (10) calendar days, a signed contract, the necessary insurance certificates, bonds, and all other required documents. If awarded the contract, the undersigned agrees to commence the work by the date set forth in the City's Notice to Proceed and complete the work within SIXTY (60) CALENDAR DAYS from the first day of commencement of such work unless a legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the prices set forth in the attached bid schedule.

**SECTION III. PROPOSAL FORMS
(CONTINUED)**

**CITY OF BLYTHE
BARNARD/LOVEKIN STORM LIFT REHABILITATION PROJECT
WITHIN THE CITY OF BLYTHE, CA
February 2026**

BID SCHEDULE

Bid Item	Description	Quantity	Unit of Measure	Unit Price	Total
1	MOBILIZATION, LICENSES, CONSTRUCTION STAKING, TAXES, PERFORMANCE BOND, PAYMENT BOND, INSURANCE, CONSTRUCTION WATER, FREIGHT, SITE SECURITY, DEMOBILIZATION, CLEAN UP AND OTHER COSTS SPECIFICALLY ADDRESSED WITHIN THIS BID SCHEDULE.	1	LS	\$	\$
2	PROVIDE SUBMERSIBLE PUMPS, 18HP, 1750 RPM, 1200 TO 1500 GPM @ 36' HEAD & PIPES AND INSTALL	2	EACH	\$	\$
3	PROVIDE CONTROL PANEL WITH NEW NEMA 4 RATED ENCLOSURE, HOUR METER AND ALARM LIGHT FOR HIGH WATER & PUMP FAILURE INCLUDING ALL FLOATS & WIRES AND INSTALL.	1	EACH	\$	\$
4	DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING PUMPS, CONTROL PANEL & PIPES.	1	LS	\$	\$
5	RESTORATION OF CONCRETE CURB & GUTTER/SIDEWALK AND ASPHALTO STREET TO ITS ORIGINAL CONDITION	1	LS	\$	\$
TOTAL BID AMOUNT (ITEMS 1-5)					\$

TOTAL BID AMOUNT IN WORDS: _____

Bidder's Initials

SECTION III. PROPOSAL FORMS (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the bidder shall make his/her/its own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the bid and contract documents and all applicable codes and standards.
3. The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices.
4. All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

**SECTION III. PROPOSAL FORMS
(CONTINUED)**

Respectfully submitted,

Business Name of Bidder	State License No. and Classification	Exp. Date	
Signature of Bidder's Representative	Date	Business Address: Street	
Name and Title	City	State	Zip Code
Business Phone Number			
Taxpayer I.D. Number			

If the bidder is a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether one or more officers must sign.

Corporation State of Incorporation: _____

Name:	Can Sign	Must Sign
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

If the bidder is a partnership or a joint venture, state the names all general partners and joint venturers.

Partnership or Joint Venture

Name: _____

Name: _____

Name: _____

**SECTION III. PROPOSAL FORMS
(CONTINUED)**

BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, are firmly held and bound unto the City of Blythe, a municipal corporation, organized and existing under the laws of the State of California, sometimes referred to as the City, in the sum of _____ \$ _____ (which is a sum no less than ten (10%) percent of the amount of the total bid) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the Principal has submitted to the City the accompanying bid dated _____, for the construction of:

BARNARD/LOVEKIN STORM LIFT #11 REHABILITATION PROJECT

NOW, THEREFORE, if the Principal withdraws said bid within the period specified in said bid, or if the Principal does not, within ten (10) calendar days after the receipt from the City of Notice of Award of the Contract for any reason whatsoever except the fault of the City, enter into the Contract with the City in accordance with the Principal's bid, give bonds with good and sufficient surety and furnish the certificates of insurance as stated in said bid, then the above obligation shall be and remain in full force and effect; otherwise it shall be null and void. In the event suit is brought upon this Bond by the City and judgment is recovered, the surety and sureties shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

**SECTION III. PROPOSAL FORMS
(CONTINUED)**

LIST OF PROPOSED SUBCONTRACTORS

If awarded the contract, the bidder proposes to employ the following subcontractors, which will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.50%) of the total amount bid. The bidder shall not be allowed to substitute another subcontractor for the subcontractor listed below without the written approval of the City. If no subcontract work is proposed, except within the one-half of one percent (0.50%) limit set forth above, the bidder shall so state.

Subcontractor Name: _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

Subcontractor Name: _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

Subcontractor Name: _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

Subcontractor Name: _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

Subcontractor Name: _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

Subcontractor Name: _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

**SECTION III. PROPOSAL FORMS
(CONTINUED)**

**NONCOLLUSION DECLARATION
(Public Contract Code section 7106)**

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

**SECTION III. PROPOSAL FORMS
(CONTINUED)**

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate the bidder's background and experience for the project herein proposed, please submit a list of public works and/or similar construction projects completed, or in progress, within the last three (3) years. This information will be used to evaluate whether the bid is responsive and/or responsible to the call for bids.

Name of Owner/Agency: _____

Date Awarded: _____ Date Completed: _____

Amount of Contract: _____

Type of Work: _____

Name and Contact Information for Contract Administrator: _____

Name of Owner/Agency: _____

Date Awarded: _____ Date Completed: _____

Amount of Contract: _____

Type of Work: _____

Name and Contact Information for Contract Administrator: _____

Name of Owner/Agency: _____

Date Awarded: _____ Date Completed: _____

Amount of Contract: _____

Type of Work: _____

Name and Contact Information for Contract Administrator: _____

Name of Owner/Agency: _____

Date Awarded: _____ Date Completed: _____

Amount of Contract: _____

Type of Work: _____

Name and Contact Information for Contract Administrator: _____

Name of Owner/Agency: _____

Date Awarded: _____ Date Completed: _____

Amount of Contract: _____

Type of Work: _____

Name and Contact Information for Contract Administrator: _____

SECTION IV.CONTRACT DOCUMENTS

FAITHFUL PERFORMANCE BOND TO ACCOMPANY PUBLIC WORKS AGREEMENT

The premium charge on this bond is \$_____, being at the rate of \$_____ per thousand of the contract price.

WHEREAS, the City of Blythe has awarded to _____, hereinafter designated as the "Principal", a Public Works Agreement for the project known as: _____ in the City of Blythe, in strict conformity with the Public Works Agreement on file with the City Clerk, which is incorporated herein by this reference (the "Agreement").

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond for the faithful performance of the Agreement.

NOW, THEREFORE, We, the undersigned Principal, and _____, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Blythe, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of Blythe under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these present.

The Surety's obligations under this Bond are commensurate with the obligations of the Principal under the Agreement. The Surety's obligations shall include, but are not limited to: (1) the responsibilities of Principal under the Agreement for completion of the Agreement and correction of defective work; (2) the responsibilities of Principal under the Agreement to pay any liquidated damages, and, for damages for which no liquidated damages are specified in the Agreement, actual damages caused by non-performance of the Agreement, including, but not limited to, all valid and proper back charges, offsets, payments indemnities, or other damages; and (3) additional legal, design professional and delay costs resulting from Principal's default or failure to act of the Surety.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors or assigns, in all things stands to and abides by, and well and truly keeps and performs all of the work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnifies, defends, and saves harmless the City of Blythe, its officers, employees, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified in this Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation.

The Surety, for value received, stipulates and agrees that no change, extension of time, or alterations or additions to the terms of the Agreement or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligations on this Bond, and it hereby waives notice of any such change, extension of time, or alterations or additions to the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

SECTION IV. CONTRACT DOCUMENTS (CONTINUED)

LABOR AND MATERIALS PAYMENT BOND TO ACCOMPANY AGREEMENT PUBLIC WORK

WHEREAS, the City of Blythe, State of California, has awarded to _____, hereinafter designated as the "Principal", a Public Works Agreement for the project known as: _____ in the City of Blythe, in strict conformity with the Public Works Agreement on file with the Blythe City Clerk, which is incorporated herein by this reference (the "Agreement").

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and _____, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Blythe, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of Blythe under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, all reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

**SECTION IV. CONTRACT DOCUMENTS
(CONTINUED)**

**CITY OF BLYTHE
PUBLIC WORKS AGREEMENT
FOR**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated _____ ("Effective Date"), is made by the CITY OF BLYTHE, a municipal corporation ("City"), and _____, a [State] [corporation, limited liability company, etc.] ("Contractor").

WHEREAS City desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, City has determined that Contractor is the lowest responsible bidder; and

WHEREAS City now desires to contract with Contractor to furnish construction and related services for the Project; and

WHEREAS City and Contractor desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE OF WORK.

The work consists of _____ (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as _____.

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- (a) This Agreement.
- (b) Contractor's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, attached hereto as Exhibit B and incorporated herein;
- (d) Any addenda to the bid package, attached hereto as Exhibit C and

incorporated herein.

- (e) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit D and incorporated herein.
- (f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). The Greenbook is incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The City's Representative is _____, referred to herein as the "City's Project Manager".

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. Contractor's representative is _____, referred to herein as "Contractor's Project Manager." Contractor's Project Manager shall represent Contractor and be its agent in all consultations with the City during the term of this Agreement. Contractor or Contractor's Project Manager shall attend and assist in all coordination meetings called by the City. Any substitution of Contractor's Project Manager must be approved in advance in writing by the City's Project Manager.

(b) Personnel. City has the right to review and approve any personnel who are assigned to perform work under this Agreement. Contractor shall remove personnel from performing work under this Agreement if requested to do so by City.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of City by the Project Manager, and in accordance with the time of performance set forth in Paragraph

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11 (Time of Performance).

6. **EQUIPMENT - PERFORMANCE OF WORK.**

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

7. COMPENSATION.

City shall pay Contractor in accordance with the fee schedule set forth in Contractor's bid. Contractor's total compensation shall not exceed _____.

8. ADDITIONAL SERVICES.

Contractor shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by the City Manager prior to Contractor performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from City shall be barred and are unenforceable. Contractor further understands and agrees that only the City Manager can approve additional services and change orders.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, Contractor shall meet with the City's Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the City's Project Manager and the Contractor setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the City's Project Manager, or his or her designee, it shall be submitted to City's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, City shall mail to Contractor a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to Contractor thirty-five (35) days after the recording of the Notice of Completion of the Work by the City and after Contractor has furnished releases of all claims against City by persons who furnished labor or materials for the Work, if required by City.

Upon the request of Contractor and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to City for substitution for the retained funds. If City approves the form and amount of the offered securities, it will release the retained funds and will hold the securities in lieu thereof. Contractor shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to City arising out of Contractor's or any subcontractor's work under this Agreement, City shall give notice thereof to Contractor, and Contractor shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to City. If City does not receive notice within the above-mentioned 35-day period that the claim has been

settled, and if the City's Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, City may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to Contractor upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from City.

Contractor agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

11. TIME OF PERFORMANCE.

Contractor shall commence Work by the date specified in City's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within _____ [working/calendar] days from the first day of commencement of the Work.

12. TERMINATION.

(a) Termination for Convenience.

City may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to Contractor.

(b) Termination for Breach of Contract.

(i) If Contractor refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if Contractor fails to complete the Work on time, or if Contractor, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to Contractor and Contractor's sureties of the City's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the City, this Agreement may be terminated at the option of City effective upon Contractor's receipt of a second notice sent by the City indicating that the City has exercised its option to terminate.

- (ii) If Contractor is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by City.
- (iii) If Contractor is in breach of any material provision of this Agreement, City may immediately terminate this Agreement by providing written notice to Contractor of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the City's Project Manager, City may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to Contractor or its sureties, or deduct from payments or credits due Contractor, a sum equal to _____ (\$_____) as liquidated damages for each calendar day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitute a fair and reasonable estimate of the costs the City would suffer for each day that the Contractor fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause City to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event Contractor fails or refuses to perform the Work, City may provide Contractor with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. City shall immediately give written notice of such intent to terminate to Contractor and Contractor's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after City's giving notice of intent to terminate, (a) give the City written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the City, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the City of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, City may take over the Work and complete it, at the expense of Contractor, and the Contractor and the sureties shall be liable to City for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by City. In such event, City may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to Contractor as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work

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which Contractor may be required to do, or respecting any payment to Contractor during the performance of this Agreement, such dispute shall be decided by the City's Project Manager, and his or her decisions shall be final and binding upon Contractor and its sureties.

16. **SUPERINTENDENCE BY CONTRACTOR.**

At all times during performance of the Work, Contractor shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for Contractor.

17. **INSPECTION BY CITY.**

Contractor shall always maintain proper facilities and provide safe access for inspection by City to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. City shall always have the right of access to the premises for inspection. However, City shall, always, comply with Contractor's safety requirements on the job site.

SAMPLE

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

Contractor warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. Contractor, at Contractor's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by City. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by Contractor.

19. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by Contractor to City, Contractor shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to City. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

Contractor shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

Contractor guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. Contractor shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that Contractor shall be obligated under this provision only to the extent of those failures or defects of which Contractor is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to City pursuant to this provision shall be cumulative with all rights and remedies available to City pursuant to statutory and

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common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by Contractor nor its furnishing of the bonds, nor acceptance thereof by City, shall constitute a waiver of any rights or remedies available to City against Contractor.

20. INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless the City, and its officials, officers, employees, and volunteers from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any directly or indirectly employed by any of them, or anyone else for whose acts any of them may be liable, except where caused by the sole negligence, active negligence, or willful misconduct of the City. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, and shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's proposal, which shall be of no force or effect.

Contractor shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable. Contractor shall indemnify and hold harmless City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorneys' fees, that may be presented, brought or recovered against City for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by Contractor or any subcontractor or others performing on behalf of Contractor.

City does not, and shall not, waive any rights against Contractor which it may have by reason of the above hold harmless agreements, because of the acceptance by City or the deposit with City by Contractor of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by Contractor shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of Contractor or any subcontractor or others performing on behalf of Contractor, whether or not such insurance policies are applicable. Contractor shall require any and all tiers of subcontractors to

afford the same degree of indemnification to the City of Blythe and its elected and appointed boards, officers, agents, and employees that is required of Contractor and shall incorporate identical indemnity provisions in all contracts between Contractor and all tiers of its subcontractors.

In the event that Contractor and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of Contractor, or by a dangerous condition of City's property created by Contractor or existing while the property was under the control of Contractor, Contractor shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

21. INSURANCE.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and City has approved the insurance as to form, amount, and carrier, nor shall Contractor allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Contractor shall procure and maintain for the duration of this Agreement, and for five (5) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

(a) Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (iv) **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the

completed value of the project and no coinsurance penalty provisions.

(v) **Contractor's Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, if project involves environmental hazards.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(b) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the indemnified additional insured parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

(c) **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) The City of Blythe, its officials, officers, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to this Project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-

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insurance maintained by the City, its officials, officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(iii) Each insurance policy required by this Paragraph 21 shall provide that coverage shall not be canceled, except with notice to the City.

(d) Builder's Risk (Course of Construction) Insurance. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the Project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building,

(e) Claims Made Policies. If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and this date must be before the execution date of the Agreement or the beginning of work.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Agreement work.
- (iii) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Agreement work.
- (iv) A copy of the claims reporting requirements must be submitted to the City for review.
- (v) If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

(f) Umbrella or Excess Policies. The Contractor may use Umbrella or Excess policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional

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Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

(g) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

(h) Waiver of Subrogation. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

(i) Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(j) Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, except that the minimum limits for CGL and automobile liability insurance shall be \$1,000,000, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

(k) Duration of Insurance. CGL and Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of five (5) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of work on the Project.

(l) Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance

of other requirements on “public works” and “maintenance” projects. This Project is a “public works” project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file with the City and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the Project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of Sections 1810 et seq. of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. Contractor shall also furnish each week to City's Project Manager a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the Department of Industrial Relations (DIR).

23. COMPLIANCE WITH ALL LAWS.

Contractor shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. NON-DISCRIMINATION.

In performing this Agreement, Contractor will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the Labor Code.

25. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

26. NOTICES.

It shall be the duty and responsibility of Contractor to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to City pursuant to this Agreement shall be addressed as follows:

City of Blythe
235 N. Broadway
Blythe, CA 92225
Attn: Mallory Crecelius

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

Notices required to be given to Contractor shall be addressed as follows:

Attn: _____

Notices required to be given to Contractor's sureties shall be addressed as follows:

Attn: _____

27. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between City and Contractor is one of principal and independent contractor and no other. All personnel to be utilized by Contractor in the performance of this Agreement shall be employees of Contractor and not employees of the City. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that Contractor is not a partner with City, whether general or limited, and no activities of City or Contractor or statements made by City or Contractor shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

28. PERS ELIGIBILITY INDEMNIFICATION.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

29. VALIDITY.

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

30. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Riverside, California.

31. NO THIRD-PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

32. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

33. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

34. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

35. COUNTERPARTS AND ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

36. **CORPORATE 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 doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF BLYTHE

CONTRACTOR

Mallory Crecelius
City Manager

Signature

ATTEST:

Name and Title

Federal Tax I.D. #

Mallory Crecelius
City Clerk

APPROVED AS TO FORM:

Brittany E. Roberto
City Attorney

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

EXHIBIT A
CONTRACTOR'S BID

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

EXHIBIT B
BID PACKAGE

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

EXHIBIT C

ADDENDA

SAMPLE

EXHIBIT D

BONDS

SAMPLE