



CITY OF BLYTHE

REQUEST FOR PROPOSALS

FIRST AND MURPHY STREETS REHABILITATION DESIGN PROJECT

February 2026

**DEPARTMENT OF PUBLIC WORKS
440 SOUTH MAIN STREET
BLYTHE, CA 92225
(760) 922-6611**

CITY OF BLYTHE
MURPHY & 1ST STREETS DESIGN
WITHIN THE CITY OF BLYTHE, CA
February 2026

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SECTION I

INTRODUCTION

The Public Works Department of the City of Blythe, (hereinafter “the City”), seeks written proposals from Civil Engineering Consultants who have performed similar services for the City or other agencies to perform design services for the preparation of construction plans, specifications, and cost estimates for First & Murphy Streets rehabilitation project within the City of Blythe. Maps showing the proposed project location are available on request.

The proposed street rehabilitation project will include the following:

1. Murphy St. from N. Main St. to N. 3rd St.
2. N 1st St. from Chanslor Way to Hobson Way

The city considered the following improvements to estimate construction costs for the projects' location:

1. Overlay rehabilitation on both streets' segments.
2. Replace all water valves along the stretch of Murphy St.
3. Any Fire Hydrant located at the middle of walkways should be moved to the edge of the walkway.

SECTION II

SCOPE OF WORK

It is the City's intent to improve Murphy St. from N. Main to N. 3rd St. and N. 1st St. from Chanslorway to Hobsonway including rehabilitation of manholes, replacement of water valves and relocation of fire hydrants. The Consultant is encouraged to field investigate the areas prior to submitting a proposal.

Each proposal shall comply with the requirements as set forth herein, and shall include, but not be limited to, the following:

1. Meet with City staff for project orientation, outlining requirements to be met and other necessary meetings.
2. Provide all required surveying for design of all project locations, including at a minimum the following:
 - a. Establish centerline stationing for entire project by setting nails and painting pavement. Take pavement cross sections where needed and plot them, showing existing, as well as proposed finish grade of all streets. Cross-sections shall not be made part of the project's plans but shall be submitted to the City for review and made part of the files.
 - b. Partial topography of the project as dictated by the type and location of construction work.
 - c. Other surveying required to meet the goal of the proposed work, and to ensure existing or adequate drainage is maintained after the streets are improved.
 - d. Field survey the condition of the wheelchair ramps, asphalt pavement, signage, and any other improvements to identify the need for replacement. Such replacement(s) shall be shown on the construction plans.
3. Provide drainage study and storm drain design as necessary.
4. Consultant shall prepare one set of the Plans, Specifications, and Estimates (PS&E) for the Project Areas.
5. Provide a title sheet per the City Engineer's direction.
6. All reproduction costs shall be included in the proposal. At least three sets of plans and cost estimates shall be submitted for each plan check, until the project plans are approved by the City Engineer.
7. Consultant shall prepare one set of the Plans, Specifications, and Estimates (PS&E) for the Project Area.
8. Prepare detailed construction plans for street improvements on 24" x 36" mylar.
9. All reproduction costs shall be included in the proposal. At least three sets of plans and cost estimates shall be submitted for each plan check, until the project plans are approved by the City Engineer.

1. Title Sheet Preparation

The Consultant shall prepare a title sheet for this project. The title sheet will include the following items:

- Project Title
- Vicinity (Location) Map
- Title Block
- General Notes
- Sheet Index
- Telephone Numbers of Utilities and Other Affected Agencies or Businesses
- Any Specialized Details that the city may require.

2. Geotechnical Report and Pavement Design

The City will provide the consultant with the specific geotechnical report and pavement structural section for the proposed project.

3. Utility Coordination

The location of all utilities marked or evident in the field, indicated on reference plans, or indicated by utility companies, shall be shown on the plans. Consultant will contact the utilities, distribute the plans, and coordinate the design directly with all utility companies which may have facilities in the site vicinity. The Consultant will make design adjustments based on the information from as built and marked utilities from Underground Service Alert (USA) to avoid utilities as appropriate.

4. Submittal of Plans and Response to Revisions

A Professional Civil Engineer registered in the State of California shall sign the completed plans. Full size black line copies of these plans will be furnished directly to the City of Blythe Public Works Department for review.

Any revisions requested by the City of Blythe Public Works Department or other responsible parties shall be fully addressed and incorporated properly into the plans until they are ready for final approval by the City of Blythe. Response to revisions shall be completed in ten (10) business days following receipt.

5. Printing and Reproduction

Consultant will provide three (3) sets of the design plans, specifications, and cost estimate printed in black line on bond paper for plan check review during the course of plan preparation at the 60% completion level, 90% completion level, and 100% completion level.

Design plans will be provided within the following parameters:

- Design plans shall be prepared in Auto CAD format.
- Cost estimates shall be prepared in an Excel for Windows format.

Final design plans, specifications, and cost estimate to be submitted to the City in electronic format along with three (3) sets of “D” size black line bond paper prints, one (1) set of “D” size mylar originals, and one (1) set of black line bond paper specifications and cost estimate.

6. Schedule

Consultant shall be given ten (10) weeks following the issuance of a “Notice to Proceed” to complete and submit the final design.

SECTION III

PROPOSAL FORMAT AND CONTENT

The proposal content shall follow the following format:

1. Consultant Team and Personnel:

Organizational Chart, consulting firm responsibilities, project manager, quality control officer, project staff proposed level of responsibility, and their qualifications. The Consultant's project manager and key personnel will be an important factor considered by the city.

- Project staff: The following statement shall be included in this section: "Key staff members proposed on the organizational chart shall remain on the project for the duration of the contract." The City reserves the right to replace any Consultant team member as deemed in the best interest of the City. Any request to replace a Consultant's key staff member shall be submitted in writing to the City for review.

2. Cost Proposal:

Cost proposals shall be submitted in a sealed envelope and clearly marked on the outside as **"FIRST AND MURPHY STREETS REHABILITATION DESIGN "** and the name of the proposing firm.

The cost proposal shall include:

- Total cost for the project (Form included - see Attachment 4)
- Fully burdened labor costs broken down for each task.
- Labor rate schedule in effect for the project duration. No escalation shall be allowed.

In addition to the fixed fee for each project, Consultant shall provide a schedule of hourly billing rates for the various levels of staff who may participate in the project, should the need for extra services arise. These fees will be considered when evaluating award of the contract. No additional markup will be allowed on fees quoted.

Payments to the Consultant shall be in proportion to services performed within each phase (60%; 90% and 100 % completion levels) of service as determined by the City. Consultant shall not be reimbursed for travel expenses associated with work on this project unless the City specifically authorizes certain out-of-town travel. Travel to

client's offices, the site, similar projects, material manufacturers, and jurisdictional agencies are not considered "out of town" travel.

SECTION IV

PROPOSAL SUBMITTAL

DEADLINE FOR SUBMISSION OF PROPOSALS: All proposals must be received in the City of Blythe, City Clerk Office by **2:00 P.M., Tuesday, March 31, 2026**. Proof of receipt before the deadline is a City of Blythe, time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the City Clerk office prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

**City of Blythe
235 N. Broadway, Blythe, California, 92225
Attn: Mallory Crecelius, City Clerk.**

QUESTIONS: Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. Contact with anyone other than as directed below may be a cause for rejection of a proposal. Questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:** Mallory Crecelius, City Clerk via email: msutterfield@cityofblythe.ca.gov.

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 2:00 P.M. Thursday, March 5, 2026.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect. The written addenda will be posted to the City's website at www.cityofblythe.ca.gov by **March 10, 2026.**

SECTION V

PROPOSAL EVALUATION AND SELECTION

All proposals properly received before the date and time will be evaluated by City staff.

This solicitation has been developed in the “Request for Proposals” (RFP) format. Accordingly, firms should take note that the city will consider multiple criteria in selecting the most qualified firm. Consistent with Federal, State and local laws for the acquisition of professional services, price is not the sole factor in awarding the contract. The city reserves the option to reject at any time all proposals including variances to evaluate the proposals based on the lower cost for the proposed project.

The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis.

SECTION VI

GENERAL TERMS AND CONDITIONS

1. Each firm shall be responsible for examining this RFP, field inspecting the existing and/or proposed site for the project and submitting its proposal complete and in conformance with these instructions.
2. Costs of preparation for proposals will be borne by the Consultant. The preparation of the proposal, including visits to the site prior to submittal of the proposal, shall be at the expense of the Consultant. All meeting attendance, participation, and related costs shall be incorporated as part of the basic fee, including preparation and presentation of exhibits, if requested by City.
3. No telephonic, telegraphic, electronic, or fax proposals shall be accepted.
4. This request does not constitute an offer of employment or to contract for services. No representation is made hereby that any agreement will be awarded pursuant to this RFP, or otherwise.
5. The city reserves the option to reject at any time any and all proposals, wholly or in part, and to waive technicalities and/or informalities which do not impair the quality, utility, durability, or performance of the items received by any reason of this request.
6. The City reserves the right to award the contract to the firm who presents the proposal which, in the judgment of the City, best accomplishes the desired results.
7. All proposals shall remain valid for ninety (90) days following the submittal date for proposals.
8. Submittal of a proposal by consultant signifies Consultant understands, and will abide by, all terms and conditions indicated in this RFP.
9. Exceptions - The City reserves the right, without obligation, to grant exceptions to the RFP. However, Consultant must note any exceptions, and reasons, in their proposal. Exceptions taken will be considered during the evaluation process.

SECTION VII

MISCELLANEOUS

Contract Requirement - The Consultant to whom the contract is awarded may be required to execute a written agreement (see attached sample marked as **Attachment 1**), with the City prior to notice of the award. The contract shall be made in the form adopted by the City and incorporated in this RFP. The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes and regulations.

Insurance Requirements - Proof of adequate general liability/auto liability insurance, professional liability, errors and omissions, and worker's compensation insurance is required prior to contract approval. The City shall be named as additional insured, and the insurance policies shall meet the requirements as set forth in **Attachment 2**.

Contract Assignment - The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract, to any individual or business entity of any kind without prior written consent of the City.

Communications Regarding RFP - If a consultant is in doubt as to the true meaning or intent of any part of the RFP, or discovers discrepancies in or omissions from the RFP, it may submit a written request for an interpretation or correction thereof to the Public Works Director, City of Blythe, no later than five (5) working days prior to the submittal date. Interpretation or correction of the RFP shall be made only by addendum duly issued by the City. A copy of any such addendum will be mailed or delivered to each person receiving the RFP, and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with members of City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

Ownership of Reports and Data - The originals of all studies, reports, exhibits, documents, data and/or other work material(s) prepared and/or used to comply with any section/condition of this RFP, including any copies of same required by the agreement to be furnished to the City, shall be public record, which shall be open to inspection by the public and shall become and remain the property of the City.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Consultant. To be considered; however, the modified proposal must be received by the time and date originally specified.

Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

Confidentiality - Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential, or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals- The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Exclusive Contract - The City reserves the right to contract with other firms during the contract term or to issue multiple contracts for individual aspects of the project as may be deemed in the best interests of the City.

Non-Commitment of City - This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP, if it is in the best interest of the City to do so.

Public Domain - All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

Conflicts of Interest – Consultant agrees to promptly notify City whenever a client or consultant has an interest in any project referred to Consultant for professional services. Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction project. Such project may be withdrawn by the City, with no compensation due, if the Consultant has a conflicting interest.

Conflict of Interest Disclosure - In accordance with California Government Code Section 87306, the Consultant awarded a contract **may** be required to file a Conflict-of-Interest Statement, Form 730. If such a requirement is made, the filing must be no later than thirty (30) days after the execution of the contract, annually thereafter, prior to April 1st of each year for the duration of the contract, and within thirty (30) days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

Inspections

City reserves the right to inspect the work being done by consultant and/or Consultant's subcontractors at any time.

ATTACHMENT “1”
PROPOSAL FORMS

FEE PROPOSAL

**CITY OF BLYTHE
FIRST & MURPHY STREETS REHABILITATION DESIGN
February 2026**

| | N. 1 st Street from Chanslor Way to Hobson Way | Murphy Street from N. Main St. to N. 3 rd Street | | SUB-TOTAL | |
|-------------------------------------|--|--|--|-----------|--|
| Surveying | | | | | |
| Engineering Design | | | | | |
| Drainage Report (if applicable)* | | | | | |
| TOTAL | | | | | |

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Name of Business Entity: _____

Corporate Mailing Address: _____

City, State, and Zip Code: _____

Business Phone Number: _____

Contact Person for Agreement/Title: _____

E-Mail Address: _____

Contact Person for Proposals/Title: _____

E-Mail Address _____

The business is (check one):

☐ Non-Profit

☐ For Profit

The business is (check one):

☐ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Limited Partnership

☐ Individual

☐ Sole Proprietorship

ATTACHMENT 2
SAMPLE AGREEMENT

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

**CITY OF BLYTHE
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the CITY OF BLYTHE, a municipal corporation ("City"), and _____, a [state] [type of entity] ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Consultant 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. Consultant acknowledges that some of the services set forth herein require compliance with the Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (b) Payment of Prevailing Wages. Consultant shall pay the prevailing wage rates as applicable for work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Consultant 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 in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Consultant 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 California Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Consultant and any subcontractor(s) of Consultant shall comply with the provisions of the Labor Code regarding eight (8) hour workday and forty (40) hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Consultant'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 forty (40) hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant 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 Consultant or by any subcontractor(s) of Consultant, 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 forty (40) hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Consultant shall be responsible for ensuring compliance by its subcontractors with California Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to California Labor Code Section 1776, Consultant 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 Consultant 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 California 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 California Labor Code Section 1776.

- (f) Registration with DIR. Consultant and any subcontractor(s) of Consultant shall comply with the provisions of California Labor Code Section 1771 and California Labor Code Section 1725.5 requiring registration with the DIR.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Compliance with All Laws. Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-Discrimination. In performing this Agreement, Consultant shall 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 or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior

written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.9. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personal data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a monthly basis. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [Optional extension language: This Agreement may be extended by [] additional [] year periods upon mutual written agreement of both parties.]

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's Insurance Rating of no less than A: VII, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily

injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional Insureds: "The City of Blythe and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or

on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”

- (b) Notice of Cancellation: Consultant shall require its insurers to provide City with thirty (30) days notice of cancellation (except for nonpayment, for which a ten (10) day notice is required) or nonrenewal or coverage for each required coverage.
- (c) Primary Coverage: The Consultant’s insurance coverage shall be primary insurance as respects the City of Blythe, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Blythe shall be excess and not contributing with the insurance provided by this policy.
- (d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Blythe, its officers, officials, agents, employees, and volunteers.
- (f) Coverage Applies Separately: The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the

parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____

Attn: _____

IF TO CITY:

City of Blythe
235 N. Broadway
Blythe, CA 92225
Tel: (760) 922-6161
Attn: Mallory Crecelius

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Riverside County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign,

transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, 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 Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or

employer contributions for PERS benefits on behalf of Consultant 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, Consultant 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.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City's representative, perform work for another person or entity for whom Consultant is not currently performing work that

would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant 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.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. 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.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. 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.

6.27. 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.

[Signatures appear on following page.]

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.

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF BLYTHE

[Name]
[Mayor or City Manager]

Date: _____

ATTEST:

Mallory Crecelius
City Clerk

APPROVED AS TO FORM:

Brittany E. Roberto
City Attorney

Date: _____