



## **CITY OF COACHELLA**

### **NOTICE OF INVITING BIDS TO**

#### **Backflow Testing, Repair, Certify Use and Application**

Notice is hereby given that the City of Coachella Utilities Department will receive bids for Backflow testing, repair, and certification.

Sealed bids will be received by the Utilities Department of the City of Coachella, California until 5:00 p.m. on **January 11, 2014**. Envelopes shall be marked in the lower left-hand corner, "Backflow Testing, repair, and certification services– Coachella Water Authority".

Bids may be hand delivered or received by mail prior to **January 11, 2014** to the City of Coachella Utility Department, 53-462 Enterprise Way, Coachella, CA 92236.

This backflow testing service agreement will be for two (2) years with three (1) year extensions at the full discretion of the City. The attached is the standardized contract service agreement.

The bids shall be evaluated by the Utilities Department with a recommendation to contract with service provider. The City requires the tester to have a current County of Riverside Backflow License and a current AWWA Cross Connection License. Upon accepting proposal, tester will be required to acquire a City of Coachella business license and General Liability insurance. The City of Coachella currently has approximately 500 backflow devices.

If you have any questions relating to specifications, please contact Richard Perez, Water Superintendent at (760) 578-7242.

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Mr. Richard Perez, Water Superintendent

City of Coachella

Backflow Testing, Repair, and Certification Service

AVERAGE BACKFLOW SIZE IS TWO INCH OR SMALLER

ITEM			COST PER UNIT
COST FOR ANNUAL CERT. BACKFLOW DEVICES PER VISIT			
COST TO REPAIR BACKFLOWS MINUS PARTS			
REPLACEMENT PER HOUR COST			
RE-TEST FAILED BACKFLOWS			

TOTAL BID AMOUNT PER UNIT      \$ \_\_\_\_\_

\_\_\_\_\_  
Company Agent

\_\_\_\_\_  
Date

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_

Riverside County Backflow #: \_\_\_\_\_

AWWA Backflow #: \_\_\_\_\_

## SCOPE OF SERVICES

The contractor shall be required to provide the Testing of Backflow Devices as per the specifications of this Request for Bids.

### Scope of Work

The Contractor shall be required to perform annual testing of the City's Backflow Devices as shown in the below table. The City's Backflow Devices are to be tested within the calendar year under the terms of this contract.

All Bidders must include a current copy of the bidder's license issued by AWWA Cross Connection License and County of Riverside Backflow license

## BACKFLOW DEVICES

DEVICE TYPE	DEVICE SIZE	DEVICE QUANTITY
Domestic	½ inch	0
Domestic	¾ inch	20
Domestic	1 inch	73
Domestic	1 1/4 inch	8
Domestic	1/12 inch	84
Domestic	2 inch	245
Domestic	3 inch	13
Domestic	4 inch	21
Domestic	6 inch	5
Domestic	8 inch	5

# CITY OF COACHELLA

## BACKFLOW TESTING, REPAIR, AND CERTIFICATION AGREEMENT

### 1. PARTIES AND DATE.

This Agreement is made and entered into this [\_\_INSERT DAY\_\_] day of [\_\_INSERT MONTH\_\_], [\_\_INSERT YEAR\_\_] by and between the City of Coachella, a municipal corporation of the State of California, located at 1515 Sixth Street, Coachella, California 92236 (hereinafter referred to as the “City”) and [\_\_INSERT NAME\_\_], a [\_\_INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\_\_] with its principal place of business at [\_\_INSERT ADDRESS\_\_] (hereinafter referred to as the “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

### 2. RECITALS.

#### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **Backflow Testing, Repair, and Certification services** required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Backflow Testing, Repair, and Certification services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

#### 2.2 Project.

City desires to engage Contractor to render such **Backflow Testing, Repair, and Certification services** for the Utilities Department Cross-Connection Control Program (“Project”) as set forth in this Agreement.

#### 2.3 Bid Submission.

Contractor, in response to a Notice to Contractors issued by the City on [\_\_INSERT DATE\_\_], submitted a proposal for work necessary to complete the Project as more fully described in the Notice to Contractors and incorporated herein by reference.

#### 2.4 Bid opening; award.

The City opened and considered proposals, and awarded the contract to Contractor in accordance with the Notice to Contractors and provided written notice to Contractor of award on [\_\_INSERT DATE\_\_].

### 3. TERMS.

#### 3.1 Scope of Services and Term.

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

Term. The term of this Agreement shall be from **TBD 2014 to TBD, 2016**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than three (3) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

#### 3.1.2 Incorporation of Bid Documents.

This Agreement includes and hereby incorporates by reference herein the bid documents submitted to prospective bidders of the Project including all exhibits, drawings, specifications and documents therein including attachments and addenda thereto. The documents include:

- a. [INSERT NAME OF DOCUMENT]
- b. [INSERT NAME OF DOCUMENT]

#### 3.2 Responsibilities of Contractor.

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

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

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

3.2.4 City’s Representative. The City hereby designates the Utilities General Manager, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates [ INSERT NAME OR TITLE ], or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to City’s staff, Contractors and other staff at all reasonable times.

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

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the **sum of Fifty Dollars \$50 per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

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

### 3.2.9 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and

property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its city council, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its city council, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition,



such insurance shall not contain any special limitations on the scope of protection afforded to the City, its city council, officials, officers, employees, agents, and volunteers.

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

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

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

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

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [\_\_INSERT WRITTEN DOLLAR AMOUNT\_\_] (\$[\_\_INSERT NUMERICAL DOLLAR AMOUNT\_\_]) without written approval of City's Utilities General Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

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

3.3.6 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day with City approval. Contractor shall forfeit to City as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-Contractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created

pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

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

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

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

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

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

**CONTRACTOR:**

[    INSERT NAME, ADDRESS & CONTACT PERSON    ]

**DISTRICT:**

**City of Coachella**

Utilities Department

53462 Enterprise Way

Coachella, CA 92236

**Attn: Utilities General Manager, Utilities Department**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable

address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

3.5.3.1 If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or any sub-Contractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any sub-Contractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

3.5.3.2 The Parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

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

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

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

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

3.5.23 Suspension of Services. Notwithstanding any other provision of this Agreement to the contrary, the Services performed by the Contractor may be suspended by the City, in whole or in part, from time to time, when determined by the City in writing, in its sole discretion, that suspension is necessary and in the interest of the City. The Contractor shall comply immediately with any written order by the City suspending the Services. The Services shall be suspended until receipt by the Contractor of a written commencement order from the City. Further, and notwithstanding any other provision of this Agreement to the contrary, any such suspension shall not relieve the Contractor of any of its obligations under this Agreement. Further, and notwithstanding any other provision of this Agreement to the contrary, any such suspension shall be without any liability to the Contractor on the part of the City, and the Contractor shall not be entitled to any additional compensation as a result of such suspension.

**3.6 Subcontracting.**

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

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE**

**City of Coachella**

**Backflow Testing, Repair, and Certification**

**SERVICES AGREEMENT**

**City of Coachella**

**[INSERT CONTRACTOR'S NAME]**

By: \_\_\_\_\_  
David R. Garcia  
City Manager

By: \_\_\_\_\_  
**[INSERT NAME]**  
**[INSERT TITLE]**

*Approved as to form:*

*Attest:* <sup>1</sup>

\_\_\_\_\_  
Carlos Campos  
Legal Counsel

By: \_\_\_\_\_  
Beatrice Barajas  
**City Clerk**

By: \_\_\_\_\_  
Kirk Cloyd  
Utilities General Manager

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<sup>1</sup> Attestation of Contractor's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Contractor's business entity.



**EXHIBIT “A”**

**SCOPE OF SERVICES**

**Backflow Testing, Repair, and Certification  
Services Agreement**

The City of Coachella Utilities Department operations and maintains a State of California permitted public water system and has more than 7,800 service connections.

The City is required to perform a cross-connection control program which protects its potable water system from industrial, chemical, biological contamination of its water supply. The City requires that approximately 500 backflow prevention assemblies be tested and certified annually. Those assemblies that fail are then to be repaired and or replaced. **COST TO TEST BACKFLOWS** includes recall for repairs for the fiscal year of testing, at no cost to the city

Exhibit A - scope of services includes the cost for testing and refurbishment of each unit.

	Cost/Per Unit
1) Annual Test & Certification	\$ _____
2) Repair Backflow	\$ _____
3) Re-Test & Certification	\$ _____
4) Backflow Device Replacement	\$ _____

**EXHIBIT "B"**

**SCHEDULE OF SERVICES  
CURRENT BACKFLOW TESTING LIST**

BUSINESS NAME	ADDRESS	# OF BACKFLOWS	BACKFLOW SIZE
CITY OF COACHELLA CORP YARD	53-462 ENTERPRISE	2	
RANCHO COACHELLA	86-665 AVE. 54	10	
AAA STORAGE	53-301 GRAPEFRUIT	1	
MATICH CORP ( CEMENT PLANT)	86-160 AVE 53	1	
TESERA	86-100 AVE. 54	2	
PRECISION GUNITE	86-010 TYLER LN.	1	
ARMTEC	85-901 AVE. 53	2	
PLAZA HARRISON	52-565 HARRISON	4	
AARONS BROS.	52-152 HARRISON	1	
JACK IN THE BOX	52-144 HARRISON	2	
AMPM	52-138 AVE. 52	2	
TORO LOCO	52-051 GRAPEFRUIT	1	
FAST TRIP	51-893 HARRISON	2	
SILVA IMMIGRATION	51-805 HARRISON	1	
GUADALAJARA MARKET	51-544 BAGDAD	3	
BOY'S AND GIRL'S CLUB	85-350 9TH STREET	2	
ORCHARD APTS.	1492 ORCHARD	1	

FOSTER AND GARDNER	1577 1ST STREET	1
KFC	49-950 HARRISON	2
	85-891	
FUNERAL HOME	GRAPEFRUIT	1
JORDAN MINISTRIES	50-930 CALHOUN	1
CARL'S JUNIOR	50-087 HARRISON	2
99 CENT STORE	50-249 HARRISON	2
	52-555 OASIS	
CATHOLIC CHURCH	PALMS	2
COACHELLA RANCH MARKET	49-617 HARRISON	2
	83-800 AIRPORT	
CVHS	BLVD	6
BOBBY DUKE SCHOOL	85-358 BAGDAD	5
VALLE DEL SOL SCHOOL	51-433 EDUCATION WAY	5
	49-405	
FOOD FOR LESS PLAZA	GRAPEFRUIT	16
	49-255	
STARBUCKS	GRAPEFRUIT	1
EL JARDIN APTS.	84-711 AVE. 51	14
LAS FLORES APTS.	84-871 AVE. 51	12
	51-075 FREDRIC	
LAS PALMAS APTS.	ST.	4
	51-285 FREDRICK	
CASA GRANDE APTS	ST.	12
CASA LA PAZ APTS.	84-471 AVE. 51	9
CORAL MOUNTAIN ACADEMY	51-375 VAN BUREN	5
ORCHARD VILLAS	84-500 AVE. 52	18
CEDAR SPRINGS APTS.	53- 551 HARRISON	30

## EXHIBIT B

	ST.	
FUENTE DE LA PAZ	52-664 HARRISON	1
TLAQUEPAQUE APTS.	51-354 TYLER ST.	7
CASA MARIA APTS.	51-950 TYLER ST.	1
LAS CASAS II AND III	51-600 TYLER ST.	4
PALMERAS ESTATES	51-374 TYLER ST.	2
SEA VIEW	86-235 AVE. 52	2
	52-112	
KOOL CO	INDUSTRIAL	1
	52-200	
SUN WORLD	INDUSTRIAL	3
ANTHONY VINEYARDS	44-800 DILLON	3
AMERICAN AG. OCEAN MIST	52-300 ENTERPRISE	3
	86-740	
VALLEY DATE	INDUSTRIAL	2
FULTON DIST.	53-603 POLK	2
	87-011 LANDFILL RD.	
BURRTEC		1
ERNIE BALL	53-973 POLK ST.	2
PETER SOLOMON	53-800 POLK ST.	1
	53-990	
DACE BUILDING	ENTERPRISE	2
MECCA APTS.	51-251 BAGDAD	2
COACHELLA VALLEY APTS.	84-914 AVE.52	2
IMPERIAL SPRINKLER	1255 GRAPEFRUIT	1
	51-701	
PLAZA DE ORO	GRAPEFRUIT	1

JFK CLINIC	1560 SIXTH STREET	2
SANTA ROSA CLINIC	1293 SIXTH STREET	1
EL PROGRESSO	51-800 HARRISON ST.	1
TONALA PLAZA	51-335 HARRISON ST.	5
KRAGAN	51-339 HARRISON ST.	1
AUTO ZONE	50-700 HARRISON ST.	2
BUSINESS	46-156 DILLON ST.	2
DEL TACO	85-494 VISTA DEL NORTE	2
LOVE'S	45- 761 DILLON RD.	4
BURN'S BROS	46-155 DILLON RD.	4
SPOTLIGHT 29	46-200 DILLON RD.	2
SHELL / JACK IN THE BOX	46-651 DILLON RD.	2
CAL TRANS LLD	DILLON RD. HWY 86 TO I 10	3
AM/PM	86-111 GRAPEFRUIT	2
CET BUILDING	49-111 GRAPEFRUIT	1
CEASAR CHAVEZ SCHOOL	49-601 AVENIDA DE ORO	2
SUBWAY PLAZA	49-965 HARRISON ST.	3
CARDINAS PLAZA	50-037 HARRISON ST.	2

## EXHIBIT B

JACKSON SQUARE	83-101 AVE. 48	12
STARBUCKS	83-0073 AVE. 48	1
CVS PLAZA	AVE 50 AND VAN BUREN	9
IID SUB STATION	9TH AND VINE	1
RADIO SHACK PLAZA	50-223 HARRISON	3
JACKSON ST. NURSERY	50-600 JACKSON ST.	1
Palm View School		2
VALLEY VIEW SCHOOL	85-270 VALLEY ROAD	2
PETER PENDLETON SCHOOL	84-750 CALLE ROJO	2
7TH STREET SENIOR RENTAL	1321 7TH STREET	3
PLAZA DEL SOL	49-613 HARRISON	4
JIFFY LUBE	84-765 AVE. 50	2
VALLEY SANITARY	AVE 49 AND CALHOUN	1
PETE'S TIRES	53-401 HWY 111	4
THE VINEYARDS	44-800 DILLON ROAD	3
COCA COLA	86-375 INDUSTRIAL	3
BURRTEC	LANDFILL ROAD	2
Rite Aid	51-101 Harrison	2
WALGREENS PLUS AREA LLD	50-040 HARRISON	3
PETER RABBIT	85-810 PETER RABBIT LANE	1
SUN DATE	85-215 AVE. 50	1

McDONALDS	50-090 HARRISON	3
Coachella Storage	49-901 OATS LANE	1
HD Plumbing		1
Welding shop/fire service	49-600 OATS LANE	2
LLD'S		
LEWIS HOMES	AVE. 51 AND SUNCREST	2
PEACOCK PALMS	AVE. 50 AND FREDRICK	2
BUENA VISTA HOMES	AVE. 49 AND FREDRICK	2
PALM DESERT DEV.	WESTERFIELD & BALBOA	1
FIESTA HOMES	AVE 49 AND VAN BUREN	4
LA PAZ HOMES	AVE. 53 AND CALLE LAPAZ	2
LA PONDEROSA	AVE. 52 AND PONDEROSA	0
CV HOUSING COA.	TECHA AND ZAMORA	1
PLAZA DEL SOL	TYLER AND BOUGANVILLA	1
LOMA VISTA HOMES	AVE. 51 AND ADOBE	1
LA PAZ HOMES	FREDRICK AND GUITRON	1
CV HOUSING S/E CORNER	AVE. 50 AND FREDRICK	2
PUEBLO DE LA PAZ	FREDRIC AND LAS LUNAS	2
CACHANNILLAS	AVE 53 AND AVILA	1
TIERRA DEL SOL	AVE 48 AND CALHOUN	3
RANCHO LAS FLORES	AVE. 49 AND V.B.	2

## EXHIBIT B

BELLA CANTO	AVE. 50 AND CALHOUN	2
CV HOUSING	PHOENIX AND FREDRICK	5
POSADA DEL VALLE	FIESTA AND VAN BUREN	1
LOMA VISTA HOMES #2	FREDRICK AND AVE. 51	1
RANCHO DE LA FE	AVE. 53 AND SHADY	3
LA COLONIA	AVE 50 AND CALHOUN	13
LA POLOMA	AVE. 48 AND JACKSON	13
LAS PLUMAS	CALHOUN AND AVE. 50	1
LA COLONIA 2	AVE. 50 AND CALHOUN	0
RANCHO MARIPOSA	AVE 50 AND FREDRICK	1
LA MORADA	AVE. 50 AND VAN BUREN	2
PLACITAS DE LA PAZ	AVE. 51 AND FREDRICK	7
PALOMA ESTATES	AVE 48 AND CALHOUN	8
SOMERSET	AVE. 54 AND FREDRICK	3
NAVARRA	AVE 52 AND FREDRICK	6
LOS JARDINES	AVE 53 AND TYLOR	1
BELISIMA	EMPALME AND BELLISIMA	1

## EXHIBIT B



RANCHO CIELO	AVE. 52 AND GENOA	4
AVENTINE HOMES	AVE 51 AND VAN BUREN	3
VALENCIA	AVE 50 AND VAN BUREN	1
RANCHO ESCONDIDO	BALDERAS AND ZOCALO	1
PRADO	AVE 50 AND VIA PRADO	3
PARKS AND MEDIANS AND PUBLIC BUILDINGS		
BAGDOUMA PARK	BAGDAD AND DOUMA	9
SIERRA VISTA PARK	TAYLOR STREET	2
VETERANS PARK	FOURTH AND VINE	1
DEORO PARK	AVE 50 AND DE ORO	1
DATELAND PARK	SHADYLANE & BAGDAD	3
SHADYLANE PARK	SHADYLANE AND AVE.52	1
GRAPEFRUIT AND MITCHEL	GRAPEFRUIT MEDIAN	1
HARRISON AND ROJO	LOS ARCOS	2
AVE. 52 AND INDUSTRIAL	MEDIAN	1
HARRISON AND AVE. 53	LANDSCAPE STRIP	1
CITY HALL	SIXTH AND VINE	1
FIRE STATION	SIXTH AND PALM	1
HARRISON MEDIANS	1 <sup>ST</sup> STREET TO VALLEY ROAD	6

## EXHIBIT B

ARMTEC SOCCER FIELD	AVE. 53	1
GRAPEFRUIT OLEANDERS	GRAPEFRUIT & AVE. 48	1
RANCHO LAS FLORES PARK	WEST END OF MITCHELL DR.	1
53 TOT LOT	AVE 53 AND EMPLAME	1
COACHELLA SANITARY DIST.	AVE. 54 & POLK	4
SANITARY LIFT STATION	AVENUE 52 & POLK	1

