

COACHELLA VALLEY WATER DISTRICT

00 52 13 – CONTRACT

1.1 Contract for Construction.

This Contract is effective as of the ____ day of _____, 20____, by and between Coachella Valley Water District, a county water district organized and existing under the laws of the State of California (“CVWD”), and _____ (Contractor).

The parties agree as follows:

- A. Contractor, for and in consideration of the payment to be made to Contractor as hereinafter provided, shall furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than such materials and equipment as may be specified to be furnished by CVWD, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the public work of improvement titled:

Avenue 66 Transmission Water Main, Phase 1B, Phase 2,
and Lincoln Street Water Main Project

Contractor is an independent contractor and not an agent of CVWD. The Contractor and its surety shall be liable to CVWD for any damages arising as a result of the Contractor’s failure to comply with this obligation.

- B. Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in CVWD’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **500 Calendar Days** from the commencement date stated in the Notice to Proceed, hereafter the Contract Times. Additionally, CVWD has established interim milestones including: **Milestone 1**: Concrete slope protection at Lincoln Street and Buchanan Street Drain and Stormwater Channels shall be installed within **150 Calendar Days after receipt of Notice to Proceed**. **Milestone 2**: Irrigation Lateral No. 98.0 shall be installed during a three day shutdown between January 22, 2024 and January 24, 2024 and in service by January 24, 2024. **Milestone 3**: Irrigation Lateral No. 97.1-4.3 shall be installed between February 5, 2024 and February 7, 2024 and in service by February 7, 2024. By its signature hereunder, Contractor agrees the Contract Times are adequate and reasonable to complete the Work.
- C. Contractor has fifteen (15) Days after the date of receipt of CVWD’s Notice of Award to deliver to CVWD a signed Contract, properly executed Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, and Taxpayer Identification Number. A Notice to Proceed will not be issued prior to CVWD’s receipt of the aforementioned items. The Contract Times will begin to run as of the date stated in the Notice to Proceed. However, the number of days beyond the original fifteen (15) Days it took to receive the properly executed Contract and related items will be deducted from the Contract Times.

- D. CVWD shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____), hereinafter, the Contract Price. Payment shall be made as set forth in the General Conditions. CVWD will pay to Contractor compensation based upon the prices set forth in the Schedule of Pay Items.
- E. Contractor shall provide indemnification and defense as set forth in the General Conditions.
- F. No oral agreement or conversation with any representative or employee of CVWD, either before or after the execution of the Contract shall affect or modify any of the terms or obligations herein contained. This Contract constitutes the entire agreement between the parties hereto and no changes, alterations or modifications hereof shall be effective unless in writing and signed by CVWD.
- G. The "Contract Documents" include only the following documents, each of which is incorporated into this Contract by reference:

Notice Inviting Bids
Instructions to Bidders
Bid Acknowledgement
Schedule of Pay Items
Bid Security
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Executive Order N-6-22 Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications prepared by Dudek and Dokken Engineering, dated July 2023
Standard Specifications (Excluding sections 1-9 in their entirety)
Addenda
Plans prepared by Dokken Engineering (Phase 1B), Dudek (Phase 2), and The Altum Group (Lincoln Street), dated November 2021, June 2023, and June 2023, respectively
Change Orders executed by CVWD
State Funding Requirements

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions.

- H. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
- I. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

COACHELLA VALLEY WATER DISTRICT

CONTRACTOR

By: _____

By: _____
(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

License No. _____

Dated: _____

ATTEST:

Clerk of the Board

END OF CONTRACT