

## 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:

#### **MARRIOTT SHADOW RIDGE, LOW-PRESSURE, AND EMERALD DESERT NON-POTABLE WATER PIPELINES PROJECT**

#### **SPECIFICATION NO. 2022-42**

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.

- A. 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 **450 Calendar** Days from the commencement date stated in the Notice to Proceed, hereafter the Contract Times. By its signature hereunder, Contractor agrees the Contract Times are adequate and reasonable to complete the Work.
- B. 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.
- C. 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.

- D. Contractor shall provide indemnification and defense as set forth in the General Conditions.
- E. 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.
- F. 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
- Public Works Contractor Registration Certification
- Executive Order N-6-22 Certification
- Fleet Compliance Certification
- SRF Funding Requirements, including Exhibits 1 through 3
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Provisions (or Special Conditions)
- Technical Specifications prepared by CVWD and Krieger & Stewart, Incorporated, dated February 2024
- Standard Specifications (Excluding sections 1-9 in their entirety)
- Addenda
- Plans prepared by Krieger & Stewart, Incorporated, dated February 2024
- Change Orders executed by CVWD

The Contractor 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.

- G. 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.
- H. Contractor shall comply with the requirements imposed on projects funded by SRF funds, as more specifically delineated in the California State Revolving Fund (SRF) Funding Requirements section of the Contract Documents. Contractor shall be liable to CVWD for any damages or loss of funding as a result of Contractor's failure to comply with the applicable requirements.
- 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**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

**CONTRACTOR**

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

License No. \_\_\_\_\_

Dated: \_\_\_\_\_

**END OF CONTRACT**