

CITY OF COACHELLA
CONTRACT AGREEMENT FOR STORM DRAIN SYSTEM MAINTENANCE SERVICES FOR
CITY FACILITIES & STREETS, RFP No. PW 2026-04

This Contract for Storm Drain Maintenance Services ("Contract"), is made and entered into this 24th day of June, 2026, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53462 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the "City" and **Tri-Star Contracting II**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1.1 SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in The Project RFP and Appendices.

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

1.2 CONTRACT DURATION.

- a. The contract duration for the specified services shall be for a period of Three (3) years, with the option, at the City's sole discretion, to extend the contract for up to Two (2) additional One (1) year terms under the same terms and conditions. The term of the agreement shall be from **July 1, 2026 to June 30, 2029**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

1.3 CONTRACT PRICE.

The City 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, as per the Rates as listed in the attached Proposal Schedule. The City will pay to Contractor compensation based upon the prices set forth in the Proposal Schedule along with Reimbursable Water Meter, Water, and Legal Disposal Fees upon completion of work and presentation of receipts for such items. The total compensation shall not exceed **Two Hundred Twenty-Five Thousand Dollars (\$225,000)** without written approval of City 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.

1.4 COMPONENT PARTS OF THE AGREEMENT

The "Contract Documents" include the following:

- Notice Inviting Proposal
- Instructions to Proposers
- Proposal Forms
- Proposal Acknowledgement
- Proposal Schedule
- Information Required of Proposers
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Public Works Contractor DIR Registration Certification
- Contract Agreement
- Addenda
- Approved and fully executed Amendments
- Permits
- Any other documents contained in or incorporated into the Contract

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 conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

1.5 PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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.

1.6 INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

1.7 PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

1.8 FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within

their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF COACHELLA

TRI-STAR CONTRACTING II

By: _____
Gustavo Romo
City Manager

IF CORPORATION, TWO SIGNATURES,
PRESIDENT **OR** VICE PRESIDENT **AND**
SECRETARY **OR** TREASURER **REQUIRED**

ATTEST:

By: _____

By: _____
Angela Zepeda
City Clerk

Its: _____

Printed
Name:

APPROVED AS TO FORM:

By: _____

By: _____
Best Best & Krieger LLP
City Attorney

Its: _____

Printed
Name:

909195

Contractor's License Number and
Classification

1000004952

DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, , before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above