CITY OF COACHELLA
CONTRACT AGREEMENT FOR STORM DRAIN MAINTENANCE FOR LANDSCAPE & LIGHTING MAINTENANCE DISTRICTS (LLMD), RFP No. LLMD 2026-02

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 **CV Pipeline Corp**., 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.

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 extent the contract for up to Two (2) additional One (1) year terms under the same terms and conditions. The Term of this 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 **Five Hundred Seventy-Nine Thousand Nine Hundred Dollars ($579,900.00)** without written approval of City Manager. Extra work may be authorized, as described below, and if authorized, will be compensated at 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

By: _____

Gustavo Romo
City Manager

ATTEST:

By: _____
Angela Zepeda
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CV PIPILINE CORP.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

1005900
Contractor's License Number and Classification

1000027249
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

☐ 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)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above