

AGREEMENT

**WELL 31 EQUIPPING
CITY OF DELANO, CALIFORNIA**

THIS AGREEMENT, made and entered into by and between the

CITY OF DELANO

hereinafter referred to as "CITY" and

Steve Davali Construction, Inc.

a corporation under the laws of the state of CA;

a partnership composed of _____;

_____;

a joint venture composed of _____;

_____;

an individual doing business as _____;

hereinafter referred to as "CONTRACTOR."

CITY and CONTRACTOR agree as follows:

- (1) SCOPE OF WORK: CONTRACTOR will furnish all materials and will perform all of the work for the construction of

Well 31 EQUIPPING

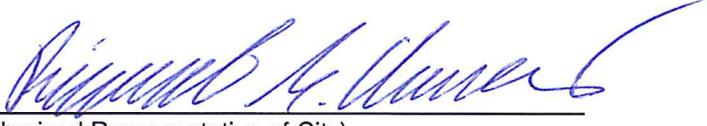
in accordance with the plans and specifications and other contract documents therefore.

- (2) TIME FOR COMPLETION: The work shall be completed within the times set forth in the Special Provisions. Time is of the essence, and forfeiture due to delay will be assessed as provided for in the General Provisions.
- (3) CONTRACT SUM: CITY will pay CONTRACTOR in accordance with the prices shown in the Bid Form.
- (4) PAYMENTS: Monthly progress payments and the final payment will be made in accordance with the General Provisions as modified by the Special Provisions. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the Governing Body of CITY in session.
- (5) COMPLIANCE WITH PUBLIC CONTRACTS LAW: CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.
- (6) CONTRACT DOCUMENTS: The complete contract includes all the Contract Documents set forth herein, to wit: Notice Inviting Sealed Proposals (Bids), Bid Form, Bid Schedule,

Contractor's Licensing Statement, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Non-Collusion Affidavit, Agreement, Performance Bond, Payment Bond, Maintenance Bond, Contractor's Certificate Regarding Workers' Compensation, Certificate of Insurance (Workers' Compensation and Employer's Liability), Insurance Endorsement (Workers' Compensation and Employer's Liability), Certificate of Insurance (Liability), Insurance Endorsement (Liability), Certificate of Insurance (Builders' Risk "All Risk"), Insurance Endorsement (Builders' Risk "All Risk"), General Provisions Parts 1 and 2, Special Provisions, Standard Specifications, Drawings, Plans, and also addenda thereto and supplemental agreements.

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on February 22, 2011, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated: April 7, 2011

By 
(Authorized Representative of City)

Title: Mayor

Dated: March 18, 2011

Steve Daali Construction Inc.
(Contractor)

By 
(Authorized Representative of Contractor)

Title V. Pres

(Seal if Corporation)

(Attach Acknowledgment for Authorized Representative of Contractor)

APPROVED: 

(Attorney for City)