City of Delano Agreement #2011-33

AGREEMENT

THIS AGREEMENT, made and entered into by and between the

City of Delano

hereinafter referred to as "CITY" and

Brough Construction, Inc.,

a corporation under the laws of the state of California;

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

Garces Highway Sewer Line Replacement Project

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, Agreement, Performance Bond, Payment 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, 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 June 6, 2011, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated: June 30, 2011 By _____
(Authorized Representative of City)

Title: Mayor

Dated: 6/21, 2011 Brough Construction, Inc.
(Contractor)

By _____
(Authorized Representative of Contractor)

(Seal if Corporation) Title President

(Attach Acknowledgment for Authorized Representative of Contractor)

APPROVED AS TO FORM:

_____
(Attorney for City)

CERTIFICATE OF CONTRACTOR

I, Jeffrey Brough, certify that I am a/the President [designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary] in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am associated is Brough Construction, Inc.; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this contract on behalf of the above-named entity.

ATTEST:

Name Heather Brough
(Please Type)

Title ~~President~~ Sec/CFO

On this 20th day of June, 2011, before me personally came Jeffrey Brough to me known, or proven to me on the basis of satisfactory evidence, who being duly sworn, did depose and say: that (he/she) is an authorized representative of the Contractor and acknowledged to me that (he/she) executed the within instrument on behalf of said Contractor, Brough Construction, Inc..

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

NOTARY PUBLIC

CATHERINE WHITE
Commission # 1920767
Notary Public - California
San Luis Obispo County
My Comm. Expires Jan 7, 2015