

AGREEMENT

**WELLS 30, 32 AND 33 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 DONALI COAST 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

Wells 30, 32 AND 33 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 August 15, 2011, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated: 9-07, 2011

By [Signature]
(Authorized Representative of City)

Title: City Manager

Dated: _____, 20____

Steve Doual, Coast Inc
(Contractor)

By [Signature]
(Authorized Representative of Contractor)

Title Pres.

(Seal if Corporation)

(Attach Acknowledgment for Authorized Representative of Contractor)

APPROVED: As to Form

[Signature]
(Attorney for City)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Fresno }

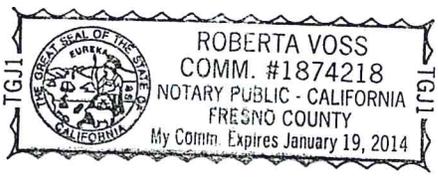
On 8/31/11 before me, Roberta Voss, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steve Dova
Name(s) of Signer(s)

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/het/their authorized capacity(ies), and that by his/het/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 Roberta Voss
Signature of Notary Public



Place Notary Seal Above

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.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing:

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing:

