

AGREEMENT

THIS AGREEMENT, made and entered into by and between the

City of Delano

hereinafter referred to as "CITY" and

Zim Industries, Inc. dba Bakersfield Well & Pump Co.

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

**Arsenic Mitigation Project
WATER WELLS NO. 20 REHABILITATION**

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, Federal Requirements, 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 April 16, 2012, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated: May 21, 2012 By Grace Talley
(Authorized Representative of City)

Title: Mayor

Dated: May 2, 2012 Zim Industries, Inc. dba
Bakersfield Well & Pump Co.
(Contractor)

By [Signature]
(Authorized Representative of Contractor)

Title John C. Zimmerman
Vice - President

(Seal if Corporation)

(Attach Acknowledgment for Authorized Representative of Contractor)

APPROVED AS TO FORM:

[Signature]
(Attorney for City)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of KERN

On May 2, 2012 before me, Barbara Sinco-Kennedy, Notary Public

personally appeared John C. Zimmerer

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/hers/their/ authorized capacity(ies), and that by his/hers/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.



Place Notary Seal Above

Signature: [Handwritten Signature] 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.

Description of Attached Document

Title or Type of Document: Contract

Document Date: May 2, 2012 Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: John C. Zimmerer Signer's Name:

[X] Corporate Officer — Title(s): V.P. [] Corporate Officer — Title(s):

[] Individual [] Individual

[] Partner — [] Limited [] General [] Partner — [] Limited [] General

[] Attorney in Fact [] Attorney in Fact

[] Trustee [] Trustee

[] Guardian or Conservator [] Guardian or Conservator

[] Other: [] Other:

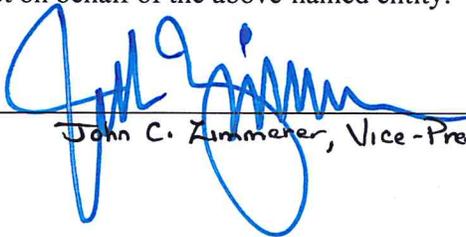
Signer Is Representing: Corporation Signer Is Representing:



CERTIFICATE OF CONTRACTOR

I, John C. Zimmerer, certify that I am ~~at~~the
Vice-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
Zim Industries, Inc. dba Bakersfield Well & Pump Co.; 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.



John C. Zimmerer, Vice-President

ATTEST:



Name Kevin A. Newlen
(Please Type)

Title Vice-President

On this _____ day of _____, 20____, before me personally came
_____ 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, _____.

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

NOTARY PUBLIC

*See Attached California All-Purpose
Acknowledgment Attached*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of KERN }

On May 2, 2012 before me, Barbara Sinco-Kennedy, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John C. Zimmerer and Kevin A. Newlen
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/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.



Place Notary Seal Above

Signature: Barbara Sinco-Kennedy
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.

Description of Attached Document

Title or Type of Document: Certificate of Contractor

Document Date: May 2, 2012 Number of Pages: 1

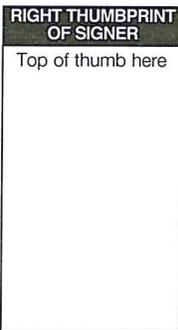
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: John C. Zimmerer Signer's Name: Kevin A. Newlen

[X] Corporate Officer - Title(s): V.P. [X] Corporate Officer - Title(s): V.P.

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: Corporation

Signer Is Representing: Corporation

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Description of Contract: City of Delano
Arsenic Mitigation Project
WATER WELLS NO. 20 REHABILITATION

Labor Code Section 3700 Provides (in part):

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

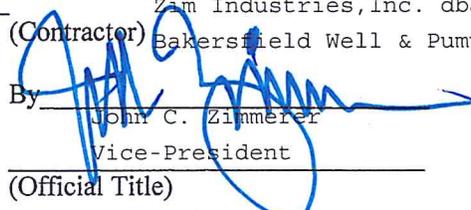
(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: May 2, _____, 2012

Zim Industries, Inc. dba
(Contractor) Bakersfield Well & Pump Co.

By  _____

John C. Zimmerer

Vice-President

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the City prior to performing any work under this contract.)