DOCUMENT 00524

AGREEMENT

THIS AGREEMENT, made the 14th day of June in the year Two Thousand Twelve , in the county of Kern, State of California, by and between the City of Delano, hereinafter called the "CITY" and Kern's Sprinkler Landscaping, Inc., hereinafter called CONTRACTOR.

WITNESSETH that the City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of :

New Police Department Headquarters
City of Delano
Category No. 15

in strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, City of Delano, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Four Hundred Eighty (480) consecutive calendar days commencing on or before the date stated in the City's written Notice to Proceed.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the City the sum of One Thousand Dollars ($1,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the City may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED TWENTY DOLLARS ($111,320.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: The Contractor agrees to and does hereby indemnify and hold harmless the City, its officers, agents, and employees and the Architect, Construction Manager, and his consultants during the term of this agreement and one (1) year after the filing of the Notice of Completion from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reasons of:

(A) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole or active negligence or willful misconduct of the City, its officers, employees, agents or independent contractors who are directly employed by the City; and

(B) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off City property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(C) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgement that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors
Non-Collusion Affidavit
DVBE Certificates of Compliance
Certification of Recycled Content
Site Visit Certification
Employment Certification
Addenda
Agreement
Performance Bond
Labor and Materials Payment Bond
Certification of Workers' Compensation
Certification of Drug-Free Workplace
Certificate of Asbestos-Free Materials
General Conditions and Supplementary General Conditions
Specifications
Drawings

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

CITY OF DELANO

BY Grace Vallejo

Grace Vallejo

Typed or Printed Name

CONTRACTOR:

Kern's Sprinkler Landscaping, Inc.

BY Wade Ortman

Wade Ortman

Typed or Printed Name

TITLE CEO

BY

Typed or Printed Name

TITLE

Authorized Officers or Agents

DATE 6/25/12

(CORPORATE SEAL)