

AGREEMENT

THIS AGREEMENT is entered into between the CITY OF DELANO, Kern County, California (representing the State Allocation Board State of California) hereinafter referred to as "OWNER", and Ladco Construction, Inc. hereinafter referred to as "CONTRACTOR".

For the consideration stated below, CITY OF DELANO and CONTRACTOR agree as follows:

1. The complete Contract includes all of the "Contract Documents" as defined in Article 1 of the General Conditions. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services indicated for construction of **DELANO WESTSIDE FIRE STATION 37 APPARATUS ROOM ADDITION.**

Work performed and materials furnished shall be in strict accordance with the Contract Documents.

3. As full consideration for the faithful performance of the Contract, OWNER shall pay to CONTRACTOR, subject to any additions or deductions as provided in the Contract Documents, the sum of \$ 267,000.00, which is the total of the amounts stated in the bid form:

Base	Bid	of
\$ <u>267,000.00</u>		

4. The work shall commence **fifteen (15) days** after receiving the OWNER'S Notice to Proceed and shall be completed as noted **90 DAYS** from the date specified in the Notice to Proceed.
5. Payment of undisputed Contract amounts is contingent upon CONTRACTOR furnishing OWNER with a release of all claims against the OWNER arising out of the Contract payment. Any disputed Contract claim must be specifically excluded from the operation of the release.
6. In accordance with Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed, CONTRACTOR agrees to forfeit and pay to OWNER the sum of \$**300.00**, which shall be deducted from any payments due to or to become due to CONTRACTOR. Time extensions may be granted by the OWNER as provided in the General Conditions.

In addition to any liquidated damages which may be assessed, if the CONTRACTOR fails to complete the project within the time period provided in the Contract Documents, and if as a result the OWNER finds it necessary to acquire alternate facilities pending completion of the project, CONTRACTOR shall pay all costs and expenses related to the acquisition and use of the alternate facilities incurred by the OWNER. The costs and expenses may include, but are not limited to such items as rental payments, inspection fees, and additional architectural fees. These costs and expenses may be retained by the OWNER from any payments otherwise due to CONTRACTOR.

7. During the life of this Contract, CONTRACTOR shall take out and maintain insurance as required by the General Conditions and Supplemental Conditions of this Contract.

8. To perform the work required by this agreement, CONTRACTOR must possess the type of Contractor's License as indicated in the Notice to Contractors Calling for Bids.

No bidder may withdraw his bid for a period of 60 days after the date set for the opening of bids.

The parties have executed this agreement by the signatures of their authorized representatives on the dates indicated.

DATED: August 12, 2011

CITY COUNCIL,
CITY OF DELANO
By [Signature]

DATED: August 23, 2011

CONTRACTOR,
By [Signature]
Don Winer - President
673694

Corporate Seal

Contractor's License Number