

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

COMMUNITY CORRECTIONAL FACILITY SITE UPGRADES

in accordance with written and verbal direction provided by the City Engineer.

- (2) CONTRACT SUM: CITY will pay CONTRACTOR on a time and material basis as per the attached rate schedule.
- (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: Agreement, Performance Bond, Payment Bond, Contractor's Certificate

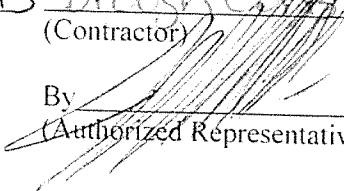
Regarding Workers' Compensation, Certificate of Insurance (Workers' Compensation and Employer's Liability), Insurance Endorsement (Workers' Compensation and Employer's Liability), Certificate of Insurance (Liability), Insurance Endorsement (Liability), General Provisions, Special Provisions, Federal Requirements, Standard Specifications, and and supplemental agreements.

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on October 21, 2013, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated: October 22, 2013 By 
(Authorized Representative of City)

Title: City Manager

Dated: 10/21, 2013 Birush Construction, Inc.
(Contractor)

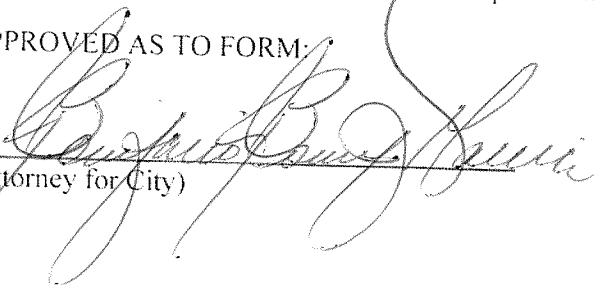
By 
(Authorized Representative of Contractor)

Title President

(Seal if Corporation)

(Attach Acknowledgment for Authorized Representative of Contractor)

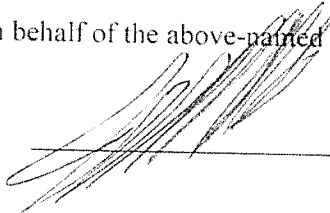
APPROVED AS TO FORM:


(Attorney for City)

CERTIFICATE OF CONTRACTOR

I, Jeffrey L 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:

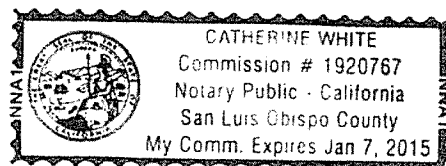
Name Jeff Brough
(Please Type)

Title President

On this 21st day of October, 2013 before me personally came Jeff 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.

Catherine White
NOTARY PUBLIC





MISCELLANEOUS CONTRACT PRICING

Brough Construction, Inc.
 634 Printz Road, Arroyo Grande, CA 93420
 Phone (805) 489-7779 Fax (805) 473-2479
 License #851220

EQUIPMENT RENTAL RATES - OPERATED AND MAINTAINED (PREVAILING WAGE WORK)

Rates Effective July 1, 2013

<u>Equip. No.</u>	<u>Equipment</u>	<u>Description</u>	<u>Hourly Rate</u>
EQ-04	CAT 257	Skid Steer	130.00 per hour
EQ-05	John Deere 210 LE Skip & Drag '05	Sweeper Attachment	Addn'l 15.00 per hour
EQ-07	John Deere 310 SG	4-wheel drive, 4 in 1 bucket gannon box	145.00 per hour
EQ-07+		4WD 4 in 1 bucket backhoe	150.00 per hour
EQ-08	Ingersol Rand SD70F	Breaker Attachment	Addn'l 25.00 per hour
EQ-09	John Deere 50D Mini-Ex '06	66" Padfoot compactor w/leveling blade	160.00 per hour
EQ-12	Hitachi 200 LC	Mini-ex w/ buckets	130.00 per hour
EQ-13	Dynapac DD24	w/thumb	175.00 per hour
EQ-14	John Deere 310J Backhoe	3-5 ton tandem smooth drum roller	145.00 per hour
EQ-14+		4WD 4 in 1 bucket backhoe	150.00 per hour
EQ-15	John Deere 750C Dozer	Breaker Attachment	Addn'l 25.00 per hour
EQ-16	John Deere 50 C Excavator		165.00 per hour
EQ-18	John Deere 210 LJ Skip & Drag		130.00 per hour
EQ-19	John Deere 544K Wheel Loader		145.00 per hour
EQ-20	John Deere 35D Excavator		175.00 per hour
EQ-21	John Deere 301G Backhoe	Compact with buckets	120.00 per hour
EQ-21		Breaker Attachment	150.00 per hour
T-100	Peterbuilt 10-wheel Dump Truck	12-yard capacity - with rubble box	Addn'l 25.00 per hour
	Available 40,000 lb. capacity tilt deck trailer		145.00 per hour
T-104	International Bobtail Dump Truck	6 yd. capacity	Addn'l 10.00 per hour
T-102	GMC Water Truck	2000 gallon w/hose reel	140.00 per hour
T-103	GMC Water Truck	2000 gallon w/hose reel	110.00 per hour
EQ-100 & EQ-169	Ingersol Rand Compressor	100 CFM Compressor with jack hammers	110.00 per hour
EQ-102	Wacker	Hand held trench compactor	250.00 per day
EQ105,106,107	Laser and attachments		100.00 per day
EQ-108	Trench Plates	Various	100.00 per day
EQ-109	Vibraplate	24" wide	25.00 per day/each
EQ-123	2" Trash Pump	w/suction & discharge hose	100.00 per day
EQ-124, 126	1 1/2" Submersible Pumps	w/discharge hoses	120.00 per day
EQ-129	Confined Space Entry Equipment	Permit & Non-Permit Req. (Non-S.C.B.A.)	65.00 per day
EQ-150	Portable Changeable Message Sign		350.00 per day
EQ-151	Portable Changeable Message Sign		200.00 per day
	Foreman with truck & tools		110.00 per hour
	Operator 4-8		95.00 per hour
	Grade Checker		95.00 per hour
	Cement Mason		80.00 per hour
	Carpenter		80.00 per hour

Hand Laborer - Level I
Hand Laborer - Level IV

72.00 per hour
75.00 per hour

PREMIUM TIME APPLIES TO ALL WORK IN EXCESS OF EIGHT HOURS MONDAY THROUGH FRIDAY AND ON SATURDAY UP TO TWELVE HOURS. DOUBLE TIME APPLIES TO ALL WORK IN EXCESS OF TWELVE HOURS MONDAY THROUGH SATURDAY AND ALL HOURS ON SUNDAY.

A FOUR HOUR MINIMUM PER DAY APPLIES TO ALL LABOR AND EQUIPMENT MOVE-IN AND MOVE-OUT OF EQUIPMENT WILL BE CHARGED AT ACTUAL HOURS. ALL OUTSIDE PURCHASES WILL BE CHARGED AT COST PLUS 15%.

Initials _____