

**RESOLUTION NO. 02-79**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AWARDING  
A CONTRACT FOR THE PROVISION AND INSTALLATION OF SOD  
AT THE KERR MCGEE YOUTH SPORTS COMPLEX**

**WHEREAS**, bids were opened on June 18, 2002 to provide and install 91,700 square feet of Tifway 419 Hybrid Bermuda sod at the Kerr McGee Youth Sports Complex; and

**WHEREAS**, the City Council is desirous of awarding the contract to the lowest responsive and qualified bidder.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Ridgecrest, California, authorizing the City Manager to execute an agreement with Pacific Sod of Camarillo, California, in the amount of \$31,865.75 for provision and installation of sod.

**APPROVED AND ADOPTED** this 19th day of June 2002, by the following vote:

**AYES:** Mayor Morgan, Council Members Carter, Holloway, and Martin

**NOES:** None

**ABSENT:** Council Member Rollins

**ABSTAIN:** None

  
\_\_\_\_\_  
Steven P. Morgan, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Harvey M. Rose  
City Clerk

**AGREEMENT**

THIS AGREEMENT, made this 24<sup>th</sup> day of June, 2002, by and between Pacific Earth Resources whose place of business is at \_\_\_\_\_, hereinafter called "supplier", and the City of Ridgecrest, a municipal corporation, hereinafter called "City".

WHEREAS, the City, by action of its City Council on the 19<sup>th</sup> day of June, 2002 awarded to the supplier a contract for "**Sod for Kerr McGee Youth Sports Complex**" in the sum of: Thirty one thousand eight hundred dollars (\$ 31865.75) Sixty Five and 75/100

NOW THEREFORE, the supplier, for and in consideration of payment to be made as hereinafter mentioned, promises and agrees with the City to perform and guarantee the purchase described in the aforesaid scope of work, in a good and workmanlike manner under the direction (to the extent of ascertaining whether said purchase is being performed in accordance with the specifications) of the Parks & Recreation Director and to the satisfaction of the City, and to furnish all labor, material, and equipment necessary for use in the performance thereof, all in accordance with the Notice Inviting Sealed Bids, Information for Bidders, the bid submitted by the supplier, the specifications attached hereto, all plans, which as provided in said specifications are made a part of this agreement as if all requirements and provisions therein contained were specifically set forth herein.

Said purchase shall be commenced as agreed upon between the supplier and the City, prosecuted diligently thereafter, and completed within the time limit fixed.

City agrees that, upon performance of this agreement and fulfillment of the covenants aforesaid, it will pay to the supplier for said purchase, in the manner provided by law and in said specifications, the price or prices fixed in the supplier's bid for said purchase and set forth of the City Council hereinabove mentioned. Time is of the essence for this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have executed this agreement on the date first above written.

CITY OF RIDGECREST

BY [Signature]

TITLE City Manager

SUPPLIER

BY [Signature]

TITLE Territory Manager