

AGREEMENT

THIS AGREEMENT, made and entered into by and between the

City of Delano

hereinafter referred to as "CITY" and

Rudnick Fence Co. \_\_\_\_\_

a corporation under the laws of the state of \_\_\_\_\_;

a partnership composed of \_\_\_\_\_

\_\_\_\_\_;

a joint venture composed of \_\_\_\_\_

\_\_\_\_\_;

an individual doing business as Joe Rudnick \_\_\_\_\_;

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

AIRPORT FENCING PROJECT

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 August 6, 2012, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated: November 6, 2012 By Grace Talley  
(Authorized Representative of City)

Title: Mayor

Dated: Sept 10, 2012 Rudnick Fence Co.  
(Contractor)

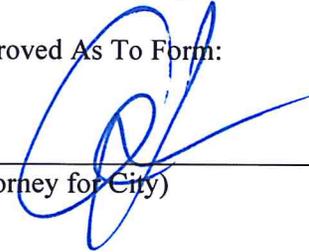
By Joseph W. Rudnick  
(Authorized Representative of Contractor)

(Seal if Corporation)

Title Owner

(Attach Acknowledgment for Authorized Representative of Contractor)

Approved As To Form:

  
\_\_\_\_\_  
(Attorney for City)

CERTIFICATE OF CONTRACTOR

I, Joseph W. Rudnick, certify that I am a/the sole proprietor [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 Rudnick Fence 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.

Joseph W. Rudnick

ATTEST:

Name Joseph W Rudnick  
(Please Type)

Title owner

On this 10<sup>th</sup> day of September, 2012, before me personally came Joseph W Rudnick 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, Rudnick Fence Co.

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



Victoria J. Hill  
NOTARY PUBLIC



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

74601 Shop - Fence Erection Contractors

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

**PRIMARY CLAUSE**

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

**EXCLUSION**

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

**WHO IS AN INSURED:** (Section II)

This section is amended to include as an insured the person or organization shown on the Certificate of Insurance, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments).

Endorsement

EFFECTIVE DATE: 09/25/2011

Endorsement

EXPIRATION DATE: 09/25/2012

**WAIVER OF SUBROGATION:**

We waive any right of recovery, when required by written contract, that we may have against the person or organization shown in the Certificate of Insurance because of payments we make for injury.

**LOCATION OF JOB:**

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

**DESCRIPTION OF WORK:**

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Any person or organization as required by written contract.                    \$250.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective    1/11/2012                    Policy No.    TWC3308667                    Endorsement No.    WC040306

Insured                    Yukon Fence Company(A Corp.)                    Premium \$

Insurance Company    Technology Insurance Company

Countersigned by

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