

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into effective the ____ day of November 2019, by and between the City OF FRESNO, a California municipal corporation (City), and Robert V. Jensen, Inc., a California corporation (Vendor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for work of public improvement. The City is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The Parties agree the Vendor was the lowest responsive and responsible bidder for Request for Proposal for Bid # 20-001 (RFP) issued by the County of Fresno. The RFP is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered into a Fuel Contract with the County of Fresno (Original Government Contract).

2. Vendor's Obligations. The Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

3. City's Obligations. The City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and conditions contained or incorporated herein.

4. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material
FIN-B Cooperative Agt (09-2017)

provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:

- a) The City's Standard Terms and Conditions attached as **Exhibit C**.
- b) The City's Insurance and Indemnity provisions attached as **Exhibit**

D.

c) Address change for the City: Notwithstanding the address and contact information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City:
City of Fresno
Attention: Lynn Franchi
2101 G St Building F
Fresno, CA 93706
Phone: (559)621-1113
FAX: (559)485-2167

d) Notwithstanding anything in **Exhibits A and B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

e) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and Vendor.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Melissa Perales
Purchasing Manager

APPROVED AS TO FORM:
City Attorney's Office

By: Brandon M. Collet 12/31/19
Brandon M. Collet Date
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

Addresses:
City:
City of Fresno
Attention: Sandra Gamez
2600 Fresno Street Room 2156
Fresno, CA 93721
Phone: (559) 621-1169
FAX: (559) 457-1265

Attachments: Exhibit A - RFP #20-001
Exhibit B - Original Government Contract
Exhibit C - City's Terms and Conditions
Exhibit D - City's Insurance and Indemnity

ROBERT V. JENSEN, INC.,

By: William V Jensen

Name: William V JENSEN

Title: Pres/CEO

(If corporation or LLC., Board
Chair, Pres or Vice Pres.)

By: Robert V Jensen

Name: Robert V Jensen

Title: CFO

(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:

Number: _____

Name: _____

Date of Issuance: _____

Vendor:
Robert V. Jensen, Inc.
Attention: Michael A. Martin
P.O Box 12907
Fresno, CA 93779
Phone: (559) 485-8210 Ext: 112
FAX: (559) 485-8503

**CITY OF FRESNO SPECIFICATIONS
GENERAL CONDITIONS**

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Bidders and the Bid Proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "Bidder" shall mean and refer to each person or other entity submitting a bid proposal, whether or not such person or entity shall become a Seller by virtue of award of a Contract by the City.
- (b) "City," "Buyer," "Owner," "Vendee" and "City of Fresno" shall each mean and refer to the City of Fresno, California.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Bidders, the Bid Proposal and any addenda thereto, the Agreement and other standard Specifications, City's Specifications and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor," "Seller," "Supplier" and "Contractor" shall each mean and refer to each person or other entity awarded a Contract hereunder and named or to be named in the Agreement with the City to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean and refer to the Council of the City.
- (f) "Goods" and "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under the Contract.
- (g) "Purchasing Manager" shall mean and refer to the Purchasing Manager of the City.
- (h) "Specifications" shall mean and refer to all of the Contract Documents.
- (i) "Working day" shall mean and refer to City regular business day.

2. **PRODUCTS LIABILITY INSURANCE:** If these Specifications are for equipment with moving parts, the Contractor shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 on said Bid Item(s) equipment.

3. **INDEMNIFICATION:** To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations

under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

4. WORKMANSHIP GUARANTY: The workmanship of the goods or services provided to the City by the Contractor will be in accordance with generally accepted standards.

5. WARRANTY: For the purchase of equipment and material, the Contractor, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to cities and consumers of the product. The Contractor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

6. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this purchase; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Technical Specifications.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

7. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents (which will include the "Contract," a sample of which is included in these Specifications on page 1.10) to the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California 93721 in a form acceptable to the City of Fresno within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the Contractor's bid deposit and initiate a departmental recommendation to the Council to award the Contract to the next lowest responsive and responsible Bidder.

8. ASSIGNMENT OF PAYMENT: Contractor hereby agrees it will not assign the payment of any monies due it from the City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due Contractor directly to Contractor.

9. PATENTS: For the purchase of equipment and material, the Contractor shall hold the City of Fresno, its officers and employees, harmless from any and all liability for damages arising out of the use of any patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's specifications to be used on or in connection with the material, equipment or supplies purchased by the City pursuant to these Specifications, and Contractor agrees, by submission of a proposal hereunder, to defend the City, at Contractor's sole expense, in any action or suit for damages or injunctive relief on

account of any allegedly unauthorized use of or infringement of patent rights on any patented material, equipment, device or process, if the City is named as a defendant in any such action or suit.

10. **OSHA COMPLIANCE:** For the purchase of equipment and material, the items covered by this Contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, pursuant to the California Occupational Safety and Health Act, and the Federal Standards established by the Occupational Safety and Health Act of 1970, and their present and future amendments during the term of this Contract. In the event of a conflict between such Safety Orders and Federal Standards, the items shall conform to the respective Order or Standard which is more restrictive.

11. **RECYCLING PROGRAM:** In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

12. **DELIVERY AND EXTENSIONS:** Unless otherwise provided in the Specifications, delivery shall be made F.O.B. the specified place of delivery within the City of Fresno or environs.

If Contractor is delayed making delivery by any conditions or events beyond the reasonable control of Contractor and without its fault or negligence such as acts of God or the public enemy, acts of City in its contractual capacity or otherwise, illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, illegal general lockouts or other defensive action by employers, whether general or by organizations of employers, fires, floods, epidemics, quarantine restrictions, and delays of common carriers; Contractor shall have no claim for damages against City for any such cause of delay, but shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby, upon application to said City Manager for such extension; provided, that no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager in writing, of the condition or event which is expected to cause a delay in delivery and the actual or estimated number of days of delay anticipated on account thereof, within one week after the commencement or occurrence of the condition or event. Contractor shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Purchasing Manager of the cessation of such occurrence. The decision of said City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, shall be given in writing to Contractor.

13. **PAYMENT:** Unless otherwise provided in the Specifications, payment of the Contract price shall be made by City to Contractor in lawful money of the United States by warrant of City issued and delivered to Contractor in the ordinary course of City business promptly after completion of delivery of the specified item(s) and their acceptance by City.

14. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract upon 60 calendar days prior written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

15. **TERMINATION FOR NON-PERFORMANCE:** If Contractor shall (i) materially breach any of its obligations under this Contract (including, without limitation, the failure to meet quality standards or to complete delivery, within the time specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract), and (iii) fail to commence and diligently pursue reasonable efforts to cure such breach within 5 calendar days after written notice by the City specifically describing the breach; the City Manager or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such items or service to be furnished which have not been delivered or accepted prior to such termination. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed, within forty-eight hours to Contractor's address as contained in the Contractor's Bid Proposal or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

The Contractor may terminate this Contract if City materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within 30 calendar days after written notice by the Contractor specifically describing the breach. Such termination shall be effective upon receipt by City of written notice of termination from Contractor, which notice shall be deemed to have been received by City, if mailed, within forty-eight hours to City's address as contained on the signature page of the Contract or, if personally delivered, upon the delivery thereof to the authorized representative of City or to City's said address.

16. **NOTICES:** Except as otherwise expressly provided in the Specifications, any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Bid Proposal in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

17. **BINDING:** Subject to the following section, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

18. **ASSIGNMENT:** The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer,

sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

19. **COMPLIANCE WITH LAW:** In providing the services required under this Contract, Contractor and its subcontractors shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

20. **WAIVER:** The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

21. **HEADINGS:** The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

22. **SEVERABILITY:** The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

23. **INTERPRETATION:** The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. **ATTORNEY'S FEES:** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. **EXHIBITS:** Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

26. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. **NO THIRD PARTY BENEFICIARIES:** The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the event that the State of California is funding the purchase hereunder, that the State of California be a third party beneficiary under this Contract and all rights, interest and benefits of this Contract accrue to the State.

28. **FUNDING:** This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor notwithstanding any other provision of these General Conditions.

29. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties hereunder shall be Fresno County, California.

30. EXTENT OF CONTRACT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

31. MODIFICATIONS AND CHANGE ORDERS: This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current applicable contract change order resolution, as may be revised. The City reserves the right to add, modify or delete items from the Contract including, without limitation, the Special Conditions and Technical Specifications. Any such changes shall be made only by means of a formal change order signed by both the City and the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: Andreini & Company PHONE (A/C, No, Ext): 650-573-1111 E-MAIL ADDRESS: amatthews@andreini.com	FAX (A/C, No): 650-378-4361	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ROBER-3 Robert V. Jensen, Inc. P.O. Box 12907 Fresno CA 93779	INSURER A : Nationwide Agribusiness Ins Co		28223
	INSURER B : Cypress Insurance Company (CA)		10855
	INSURER C : Navigators Specialty Ins. Co.		36056
	INSURER D : Crum & Forster Specialty Ins Co		44520
	INSURER E :		
INSURER F :			

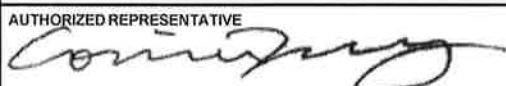
COVERAGES **CERTIFICATE NUMBER: 680207425** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CPP118037B	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MSC90 <input checked="" type="checkbox"/> CA9948	Y		CPP118037B	9/30/2019	9/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SEO105715	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	ROWC019710	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability-2nd Layer \$10mm XS \$10mm XS \$1mm Over Crum & Foster Policy			IS19EXC885845IC	9/30/2019	9/30/2020	Each Occurrence 10,000,000 Aggregate 10,000,000 Prods/Comp Ops 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Crum & Forster Specialty Ins. Co. EXCESS LIABILITY policy over GENERAL LIABILITY, AUTOMOBILE LIABILITY and EMPLOYERS' LIABILITY policies.
Navigators Specialty Ins. Co. EXCESS LIABILITY 2ND LAYER policy over Crum & Forster Specialty Ins. Co. EXCESS LIABILITY policy.

The City of Fresno, its officers, officials, employees, agents and volunteers are included as Additional Insured with respect to General Liability and Auto Liability per attached endorsements. This insurance is primary & non-contributory. Workers' Compensation Waiver of Subrogation endorsement attached. Pollution Liability is included per attached endorsement CA 9948.

CERTIFICATE HOLDER City of Fresno & County of Fresno Fleet Division 2101 G Street, Building F Fresno CA 93706	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OCT 20 2019
 2:00 PM
 RECEIVED
 CITY OF FRESNO

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

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.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium (prior to adjustments)
All CA Operations	4535.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/2019

Policy No.: ROWC019710

Endorsement No.:

Insured: Robert V. Jensen Inc.

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a valid written contract or agreement, executed prior to any "occurrence", that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person(s) or organization(s) with whom you have agreed to such waiver, in a valid written contract or written agreement that has been executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The **BUSINESS AUTO COVERAGE FORM** is amended to include the following additions and extensions of coverage:

- A. NEWLY ACQUIRED OR FORMED ENTITIES
- B. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE
- C. BLANKET ADDITIONAL INSURED – REQUIRED BY CONTRACT
- D. EMPLOYEES AS INSURED – NONOWNED AUTOS
- E. EMPLOYEE HIRED AUTOS
- F. SUPPLEMENTARY PAYMENTS – BAIL BONDS
- G. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS
- H. FELLOW EMPLOYEE COVERAGE
- I. PROPERTY OF OTHERS
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- S. BLANKET WAIVER OF SUBROGATION
- T. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

A. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the policy period, whichever comes first.

B. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to Paragraph C. **Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I – COVERED AUTOS**:

If Physical Damage Coverage is provided on a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction, then you have coverage for any "auto" you do not own, while used with the permission of its owner as a temporary substitute for the covered out of service "auto".

The deductible for the temporary substitute "auto" will be the same as the applicable deductible for the covered "auto" it replaces.

C. BLANKET ADDITIONAL INSURED – REQUIRED BY CONTRACT

The following is added to Paragraph **A.1. Who Is An Insured** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person(s) or organization(s) is an additional "insured" with whom you have agreed in a valid written contract or agreement, executed prior to any "accident" or "loss", that such person(s) or organization(s) be added as an additional "insured" on your policy.

Such persons or organizations are additional "insureds", but only with respect to liability for "bodily injury" or "property damage" caused by an "accident" that is, in whole or in part, caused by your acts or omissions or the acts or omissions of those acting on your behalf and resulting from the ownership, maintenance or use of a covered "auto".

D. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO COVERAGE FORM** is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. SUPPLEMENTARY PAYMENTS – BAIL BONDS

The following replaces Paragraph **A.2.a. (2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

G. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

The following replaces Paragraph **A.2.a. (4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion contained under the **COVERED AUTOS LIABILITY COVERAGE** does not apply.

I. PROPERTY OF OTHERS

The **Care, Custody Or Control** Exclusion in **SECTION II – COVERED AUTOS LIABILITY COVERAGE** does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$3,000 in any one "accident".

This coverage applies as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

J. PERSONAL EFFECTS COVERAGE

The following is added to Paragraph **A.4. Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$1,000 for the "loss" to personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

K. AUTO MEDICAL PAYMENTS COVERAGE – INCREASED LIMITS

In the event of a covered "loss" where Auto Medical Payments Coverage applies, we will double the Limit Of Insurance for Medical Payments shown in the Declarations for each "insured" who was wearing a seat belt at the time of the "accident". This limit is the most we will pay for all covered medical expenses regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident".

L. EXPANDED TOWING COVERAGE

The following replaces Paragraph **A.2. of SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to:

- 1. \$100 for a covered "auto" you own of the private passenger type; or
- 2. \$500 for a covered "auto" you own that is not of the private passenger type;

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

M. AUTO LOAN OR LEASE COVERAGE

Physical Damage Coverage is amended by the addition of the following:

- 1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan, including up to a maximum of \$500 for early termination fees or penalties, for a covered "auto", less:

- a. The amount paid under the policy's Physical Damage Coverage; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes Of Loss, or Collision Coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.
4. This endorsement does not apply to any covered "auto" for which broader coverage is provided by any other endorsement form on this policy.

N. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Expanded Transportation Expense Coverage Extension in this form.
7. This endorsement does not apply to any covered "auto" for which broader coverage is provided by any other endorsement form on this policy.

O. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE is replaced by the following:

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We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

P. EXPENSE YOU INCUR TO RECOVER A STOLEN AUTO

The following is added to Paragraph A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$5,000 for the expense of recovering a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

Q. ACCIDENTAL AIRBAG DISCHARGE COVERAGE

The following is added to Paragraph B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

Mechanical breakdown does not include the accidental discharge of an airbag.

R. PHYSICAL DAMAGE – TWO OR MORE DEDUCTIBLES

The following is added to Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE:

When two or more covered "autos" sustain "loss" in the same collision, the "loss" will be reduced by the largest single deductible that applies.

For purposes of this coverage, an "auto" and its attached "trailer" are two separate "autos".

S. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply, but only when the Named Insured agrees that subrogation is waived prior to the "accident" or the "loss" under the terms of a written contract entered into between the Named Insured and an entity that is part of that contract.

T. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following replaces Paragraph A.2.a. Duties In The Event Of Accident, Claim, Suit Or Loss of SECTION IV – BUSINESS AUTO CONDITIONS:

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit", or "loss", your insurance manager or any other person you designate as responsible for insurance-related matters must notify us promptly of an "accident" or a "loss", regardless of the amount, which may result in a claim. Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Paragraph A.2.b.(2) Duties In The Event Of Accident, Claim, Suit Or Loss of SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

b. Additionally, you and any other involved "insured" must:

(2) Notify us and send us copies of any request, demand, order, notice, summons or legal papers received concerning the claim or "suit" as soon as practicable.

For the purposes of this coverage provided, you are presumed to have knowledge of the "accident" or "loss" when it has been reported to the insurance manager or any other person you designate as responsible for insurance-related matters.

U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV – BUSINESS AUTO CONDITIONS:**

Unintentional Failure To Disclose Hazards

Failure by you to disclose to us all hazards existing as of the inception date of this policy shall not prejudice us with respect to the coverage afforded by this policy, provided such error or omission is not intentional.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to **B. General Conditions**, Paragraph **5. Other Insurance** under **SECTION IV – BUSINESS AUTO CONDITIONS** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional "insured" under your policy provided that:

1. The additional "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional "insured".

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

POLICY NUMBER: CPP118037B

SCHEDULE OF LIMITS
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

SCHEDULE OF LIMITS
Public Liability

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000