

## FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into EFFECTIVE THE [Ex. 1st, 2nd, etc.] DAY OF [Select Month] 2017, by and between CITY OF FRESNO, a California municipal corporation (City), and [VENDOR NAME], a [Legal Identity] (Vendor), for [Job Name, Location and Bid File No.].

### 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 Invitation for Bid (IFB) issued by the National Joint Powers Alliance, a Minnesota public agency. The Parties agree that the Vendor has entered a Job Order Contract with the National Joint Powers Alliance (Original Government Contract). The City and the Vendor entered into a Cooperative Purchase Agreement (Purchase Agreement) on [Date].

2. The Vendor's Obligation. The Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached to the Purchase Agreement and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. The Vendor shall not perform services not included in the Construction Task Catalog (i.e. Book 3).

3. The City's Obligation. The City accepts the Vendor's bid proposal as stated and shall make to the Vendor those payments described in the Purchase Agreement, subject to all the terms and condition contained, or incorporated herein.

4. Trench Shoring Detailed Plan. The Vendor acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.

5. Worker's Compensation Certification. In compliance with the provisions of Section 1861 of the California Labor Code, the Vendor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract and will make my subcontractors aware of this provision."

7. Modification of Original Government Contract. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material 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 to the Purchase Agreement are incorporated herein.

b) The City's Insurance and Indemnity attached to the Purchase Agreement are incorporated herein.

c) Address for the City. The Vendor agrees that notices and invoices will be sent to:

City of Fresno  
Attention:

Phone:  
Fax:

d) Notwithstanding anything in Purchase Agreement 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 the Vendor.

[Signatures follow on the next page.]

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

[VENDOR NAME], a [Legal Identity]

By: \_\_\_\_\_  
Todd Knittel  
Purchasing Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: \_\_\_\_\_  
[Name] Date  
Deputy City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

By: \_\_\_\_\_  
Deputy

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

Addresses:  
City  
City of Fresno  
Attention:

Vendor:  
  
Attention:

Phone:  
Fax:

Phone:  
Fax: