# **CITY OF FAIRFIELD**

SHIP TO: Community Resources 1000 Webster Street Fairfield CA 94533 P.O. NOUMBER: SC 10525

**VENDOR NO:** 15802

SCHEDULED DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: JERICO MECHANICAL 3726 MARYSVILLE BLVD SACRAMENTO CA 95838-3796

# PURCHASING COPY

# PURCHASE ORDER

 LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
. 1	200,000	EA	1.00	200,000.00	The purchase of goods and services is limited to the currently adjusted maximum unit cost. Please contact the Purchasing Officer for the current adjusted maximum
	· ·		- TOTAL:	\$200,000.00	
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				TERMS:	NET 30
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#### SPECIAL PURCHASE ORDER INSTRUCTIONS:

- 1. For any information concerning this order contact purchasing division at (707) 428-7596
- 2. List Purchase Order number on all shipments and invoices.
- 3. Delivery of merchandise is considered acceptance of unit price as stated.
- 4. Prices considered F.O.B. Fairfield, CA unless stated otherwise. Freight collect shipments are not accepted.

INVOICE IN TRIPLICATE TO: CITY OF FAIRFIELD ACCOUNTS PAYABLE 1000 WEBSTER STREET FAIRFIELD, CA 94533-4883

The seller hereby affirms that it shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, physical handicap, or age. Violation of this clause may be cause for refusing to accept delivery of any such goods and/or services from the seller until the seller complies with said provision.

#### **CITY OF FAIRFIELD SERVICES AGREEMENT**

THIS AGREEMENT is made at Fairfield, California, as of December 9, 2014 by and between the City of Fairfield ("the CITY") and JERICO RESTAURANT EQUIPMENT REPAIR, INC. dba: Jerico Mechanical; Jerico Energy Management Systems, Inc; dba: Jerico Energy ("SERVICE PROVIDER").

#### SCOPE OF SERVICE 1.

SERVICE PROVIDER agrees to perform the following work: Install, Maintains and Repairs Refrigeration, HVAC Systems, Food Equipment Repairs and Energy Maintenance on above items.

- 2. PAYMENTS.
  - The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified by the proposal. а
  - Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit invoices when the installation process is b. finalized and approved by the site.
  - Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and SERVICE PROVIDER, and shall be billed C. on a time and materials basis to the City of Fairfield.

#### 3. INSURANCE

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- WORKERS' COMPENSATION. During the term of this Agreement, SERVICE PROVIDER shall fully comply with the terms of the law of California concerning workers' а. compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SERVICE PROVIDER may have for workers' compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.
- GENERAL LIABILITY INSURANCE. SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial b. general liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- AUTOMOBILE LIABILITY INSURANCE. SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile C. liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- d The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - i. The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the SERVICE PROVIDER; products and completed operations of the SERVICE PROVIDER; premises owned, occupied or used by the SERVICE PROVIDER; and automobiles owned, leased, hired or borrowed by the SERVICE PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers
- Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. e.
- The minimum limits stated above shall not serve to reduce the SERVICE PROVIDER'S policy limits of coverage. Therefore, the requirements for coverage and limits shall f. be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- CERTIFICATES OF INSURANCE. SERVICE PROVIDER shall file with CITY'S Department of Community Resources or the Designee upon the execution of this α. agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City of Fairfield or the Designee prior to the effective date of such cancellation, or change in coverage.
- SERVICE PROVIDER shall file with the City of Fairfield or the Designee concurrent with the execution of this agreement, a standard endorsement form providing for each h. of the above requirements.
- INDEMINIFY AND HOLD HARMLESS. To the fullest extent allowed by law, SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, 4. employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the SERVICE PROVIDER or any person directly or indirectly employed by or acting as agent for SERVICE PROVIDER in the performance of this Agreement, including the concurrent or successive passive negligence of the CiTY, its officers, agents, employees or volunteers

It is understood that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve SERVICE PROVIDER from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SERVICE PROVIDER'S responsibility for defense and indemnity shall survive termination or completion of this Agreement for the full period of time allowed by law. LABOR AND WAGE CODE GUIDELINES

- Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards а.
- SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing b. wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at http://www.djr.ca.gov/DLSR/statistics.research.html select the appropriate wage decision and then collect the wage decision for Statewide, Northern California and Solano County). A copy of these wage rate determinations are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.
- In accordance with the provision of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section C. 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- CONTRACTORS AND SUBCONTRACTORS. The SERVICE PROVIDER shall require all contractors and subcontractors to meet the requirements of this Agreement, including the 6. indemnity and insurance requirements, for work performed under this Agreement.
- BUSINESS LICENSE. The CONSULTANT shall obtain a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect 7. to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707/428-7509),

CANCELLATION. This agreement may be canceled at any time by CITY for its convenience upon written notice to SERVICE PROVIDER: provided, however, that the SERVICE PROVIDER shall be entitled to receive full payment for all services performed and all costs incurred to the date of its receipt of written notice to cease work.

COMPLETE AGREEMENT/AMENDMENT. This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or 8. changed except by a written agreement signed by both parties.

ERVICE PROVIDER 20

of Fairfield, a municipal corporation By July A

rev. March 2014

S:\City Public Files\contract docs\ Other\_Svcs\_Agreement.FORM ONE

#### EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)						
Department/Division:	Community Res	ources/Date of Contract:	January 9, 2015			
Authorized by Res. No.:	N/A	Contract Expiration Date: _	Upon Completion			
Person Reviewing EDD	Requirements: _	Wade Brown, Financial Services Supervisor	rPhone:428-7596			

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

#### BOX 1

DOVO

FULL NAME	Jerico Mechanica
ADDRESS	3721 Maysville Bust
CITY, STATE, ZIP	Sacramento CA 95838
PHONE NUMBER	(916) 925-0151

AND

	SOLE PROPRIETORSHIP	SSN only	Name in box #1 must match SSN
	PARTNERSHIP	TIN	
	LIMITED LIABILITY PARTNERSHIP	TIN	
R	CORPORATION	TIN	54-2680817
	LIMITED LIABILITY CORPORATION	TIN	
	NON-PROFIT CORPORATION	TIN	
	OTHER FORM OF ORGANIZATION	TIN	

CEDECENTINGENERD STREED REQUESTION DESCRIPTION OF THE DESCRIPTION OF STREET S



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

C E R	THIS CERTIFICATE IS ISSUED AS A M CERTIFICATE DOES NOT AFFIRMATIV BELOW. THIS CERTIFICATE OF INSL REPRESENTATIVE OR PRODUCER, AN	JRANC	DR NEGATIVELY AMEND E DOES NOT CONSTITU CERTIFICATE HOLDER.	, EXTEND OR ALT TE A CONTRACT	ER THE CO BETWEEN	VERAGE AFFORDED B THE ISSUING INSURER	TE HOI BY THE (S), AU	E POLICIES JTHORIZED
ť	MPORTANT: If the certificate holder is he terms and conditions of the policy, certificate holder in lieu of such endorse	certain	policies may require an e					
	Bruncale Holder In field of Such endorse Bruncale McGee & Thielen Insurance 3840 Rosin Court, Suite 24 Sacramento, CA 95834	e Brol	· · · · · · · · · · · · · · · · · · ·	CONTACT NAME: PHONE (AC, No, Ext); E-MAIL ADDRESS;	916-646-1919	FAX (A/C, No):	91	16-646-0995
					SURER(S) AFFO	RDING COVERAGE		NAIC #
I		33187		INSURER A: Liberty	Mutual Insura	Ince Company		
	ured lerico Restaurant Equipment Repa	air Ind	<b>.</b> .	INSURER B : Titan In	demnity Com	pany		·
1 0	)BA: Jerico Mechanical: Jerico En	nerav	Management	INSURER C: Liberty				
5	Systems, Inc.; DBA: Jerico Energy 726 Marysville Blvd.	у		INSURER D: Security	National Ins	urance Company		
Š	Sacramento CA 95838			INSURER E :	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
<u> </u>	OVERAGES CERT	TIEICA	TE NUMBER: 23186665	INSURER F :	- <u></u>	<b>REVISION NUMBER:</b>		
	HIS IS TO CERTIFY THAT THE POLICIES			VE BEEN ISSUED TO	THE INSURI		HE POL	ICY PERIOD
C E	NDICATED. NOTWITHSTANDING ANY REC ERTIFICATE MAY BE ISSUED OR MAY PI EXCLUSIONS AND CONDITIONS OF SUCH P	ERTAIN	I, THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	ED BY THE POLICIE BEEN REDUCED BY	S DESCRIBE PAID CLAIMS	D HEREIN IS SUBJECT TO		
INSR LTR	TYPE OF INSURANCE	NSD WY	BR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LINIT	s	
A	COMMERCIAL GENERAL LIABILITY	✓	CBP9544679	1/10/2015	1/10/2016	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE 🖌 OCCUR		,			PREMISES (Ea occurrence)	\$	500,000
						MED EXP (Any one person)	\$	10,000
	]					PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
						PRODUCTS - COMP/OP AGG	<u>s</u>	2,000,000
в	OTHER:		7325858	7/18/2014	7/18/2015	COMBINED SINGLE LIMIT	<u> </u>	1,000.000
5	ANY AUTO	✓	1020000	1102014	11102010	(Ea accident) BODILY INJURY (Per person)	\$	1,000,000
	ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
	AUTOS     ✓     AUTOS       ✓     HIRED AUTOS     ✓     AUTOS					PROPERTY DAMAGE (Per accident)	\$	· · · ·
							\$	· · · · · · · · · · · · · · · · · · ·
С	UMBRELLA LIAB / OCCUR		CU8798703	1/10/2015	1/10/2016	EACH OCCURRENCE	\$	5,000,000
	✓ EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	5,000,000
	DED RETENTION \$						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		SWC1050511	7/1/2014	7/1/2015	✓ PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	I		<u></u>	<u> </u>	L	<u> </u>		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	es (aco	RD 101, Additional Remarks Sched	ule, may be attached if mo	re space is requi	red)		
Cit	ty of Fairfield is an additional insured for th ty of Fairfield is also an additional insured	he Com	mercial General Liability Co Business Automobile Cover	verage per attached rage per the attached	endorsement endorsemen	:. It.		
04		010						
CE	RTIFICATE HOLDER			CANCELLATION			<u> </u>	
	dds Al Endorsement				······	· _ · · · · · · · · · · · · · · · ·		
1	City of Fairfield 000 Webster Street airfield CA 94533-4883			SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	DATE TH	ESCRIBED POLICIES BE C/ EREOF, NOTICE WILL E CY PROVISIONS.	ANCELL Be dei	LED BEFORE
•				AUTHORIZED REPRESE	NTATIVE	In I Wa	ſ	· · · · · · · · · · · · · · · · · · ·
	1			David Wood	/			
				© 19	88-2014 AC	ORD CORPORATION.	All rial	nts reserved.

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Composite

- evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.



Page 1 of 2



# Coverage is Provided in PEERLESS INSURANCE COMPANY - A STOCK COMPANY

Named Insured: Jerico Restaurant Equipment Repair, Inc.;	Agent: MCGEE &THIELEN IN	IS BROKERS INC	
	Agent Code: 4293057	Agent Phone: (916)-646-1919	

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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Fairfield 1000 Webster Street Fairfield CA 94533-4883	r
nformation required to complete this Schedule, if not shown	above, will be shown in the Declarations

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: CBP9544679

### Coverage is Provided in PEERLESS INSURANCE COMPANY - A STOCK COMPANY

Named Insured:

Jerico Restaurant Equipment Repair, Inc.;

Agent:

MCGEE & THIELEN INS BROKERS INC

Agent Code: 4293057

Agent Phone: (916)-646-1919

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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for thet additional insured and included in the "products-completed operations hazard".

#### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s):

City of Fairfield 1000 Webster Street Fairfield CA 94533-4883

#### Location And Description Of Completed Operations:

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

CG 20 37 (07/04)

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## COMMERCIAL LIABILITY GOLD ENDORSEMENT

## THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SECTION I - COVERAGES**

### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

- 2. Exclusions
  - Item 2.g. 2) is replaced with the following:
    - 2.g. 2) A watercraft you do not own that is:
      - a) less than 50 feet long; and
      - b) Not being used to carry persons or property for a charge.

#### Item 2 g. 6) is added:

6) An aircraft in which you have no ownership interest and that you have chartered with crew.

#### The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

#### **SECTION I - COVERAGES**

#### **COVERAGE C. MEDICAL PAYMENTS**

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a \$10,000; or
- b. The amount shown in the declarations

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

#### The following is added:

#### COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

#### Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

#### SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

#### SECTION II-WHO IS AN INSURED

#### Item 4 is replaced with:

- 4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
  - a) you have the responsibility of placing insurance for such entity; and
  - b) coverage for the entity is not otherwise more specifically provided; and
  - c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

#### **SECTION III - LIMITS OF INSURANCE**

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

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#### Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000 or
- b. The amount shown in the Declarations

# SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a is replaced with:

- 2. Duties In The Event of Occurrence, Offense, Claim or Suit
  - a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
    - 1) How, when and where the "occurrence" or offense took place;
    - 2) The names and addresses of any injured persons and witnesses; and
    - The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

#### b. Excess Insurance

 b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6 is amended to include.

#### 6. Representations

d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal

Item 8. is replaced with:

#### 8. Transfer of Rights Of Recovery Against Others To Us

a If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

#### Item 10. and Item 11. are added:

#### **10.** Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation

#### 11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

#### **SECTION V- DEFINITIONS**

The following definitions are added or changed:

- 9 "Insured contract"
  - a. Is changed to:
  - a A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

#### 23 and 24 are added:

- 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- 24 "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

#### The following Provisions are also added to this Coverage Part:

#### A. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- Paragraph 2. under SECTION II WHO IS AN INSURED is amended to include as an insured any
  person or organization when you and such person or organization have agreed in writing in a contract,
  agreement or permit that such person or organization be added as an additional insured on your policy to
  provide insurance such as is afforded under this Coverage Part. Such person or organization is not
  entitled to any notices that we are required to send to the Named Insured and is an additional insured
  only with respect to liability arising out of:
  - a. Your ongoing operations performed for that person or organization; or
  - b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends

- 2. This endorsement provision A. does not apply:
  - a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
  - b. To "bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
  - c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities;
  - d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
  - e. To any person or organization included as an insured under provision B. of this endorsement;
  - f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

#### **B. ADDITIONAL INSURED - VENDORS**

Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

(26/2015 4.29.28 DM (DGT)

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#### ENDORSEMENT



#### Forming a part of

Policy Number: CBP 9544679	
Coverage is Provided in PEERLESS INSURANCE	COMPANY - A STOCK COMPANY
Named Insured: JERICO RESTAURANT EQUIPMENT REPAIR INC	Agent: MCGEE &THIELEN INS BROKERS INC Agent Code: 4293057 Agent Phone: (916)-846-1919
	Agent Code: 4293057 Agent Phone: (916)-646-1919

#### LIABILITY COVERAGE PART DECLARATIONS EXTENSION

City of Fairfield 1000 Webster Street Fairfield, CA 94533-4883 Job: Maintenance and repair 22-123 01 07 AMENDMENT OF OTHER INSURANCE CONDITION - DESIGNATED PERSONS OR ORGANIZATIONS

#### SCHEDULE

Name and Address of Person Or Organization:

Description of Premises:

Ongoing Operations:

Products:

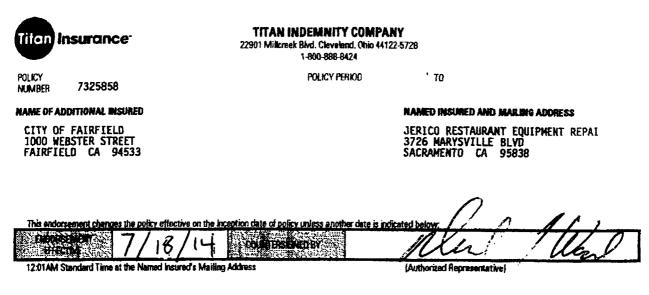
Completed Operations:

17-59GL (06/94)

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#### **ADDITIONAL INSURED ENDORSEMENT**

The person or organization named below is a person insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this agreement will be primary for any power unit specifically described on the declarations page.

The additional instances is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, if applicable, shall be paid to yee. You are authorized to act for the additional instance in all matters pertaining to this insurance. We will mail the additional instance of any cancellation of this policy. If the cancellation is by us, we will give appropriate notice to the additional insured.

#### Name of Person or Organization:

CITY OF FAIRFIELD

This premium associated with this endorsement will be retained by us regardless of any early termination of this endorsement or the policy.

Wend Allan 1/12/15 The 11:03 M

SIGNATURE OF AUTHORIZED REPRESENTATIVE X



#### ENDORSEMENT

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#### Forming a part of

Policy Number: CBP 9544679	
Coverage is Provided in PEERLESS INSURANCE	E COMPANY - A STOCK COMPANY
Named Insured: JERICO RESTAURANT EQUIPMENT	Agent: MCGEE &THIELEN INS BROKERS INC
REPAIR INC	Agent Code: 4293057 Agent Phone: (916)-646-1919

#### LIABILITY COVERAGE PART DECLARATIONS EXTENSION

City of Fairfield 1000 Webster Street Fairfield, CA 94533-4883 Job: Maintenance and repair 22-123 01 07 AMENDMENT OF OTHER INSURANCE CONDITION - DESIGNATED PERSONS OR ORGANIZATIONS

SCHEDULE Name and Address of Person Or Organization:

Description of Premises:

Ongoing Operations:

Products:

Completed Operations:

17-59GL (06/94)

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**TITAN INDEMNITY COMPANY** 

22901 Millcreek Blvd. Cleveland, Ohio 44122-5728 1-800-868-8424

POLICY 7325858 NIMBER

NAME OF ADDITIONAL INSURED

CITY OF FAIRFIELD 1000 WEBSTER STREET FAIRFIELD CA 94533

POLICY PERIOD

NAMED INSURED AND MAILING ADDRESS

JERICO RESTAURANT EQUIPMENT REPAI 3726 MARYSVILLE BLVD SACRAMENTO CA 95838

414

This endorsement changes the policy effective on the inception date of policy unless another date is indicated below:

INDERSEMENT	
	COUNTERSIENED BY
EFFECTAVE .	

12:01AM Standard Time at the Named Insured's Mailing Address

(Authorized Representative)

` TO

#### ADDITIONAL INSURED ENDORSEMENT

The person or organization named below is a person insured with respect to such itability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this agreement will be primary for any power unit specifically described on the declarations page.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, if applicable, shall be paid to you. You are suthorized to act for the additional insured in all matters pertaining to this insurance. We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give appropriate notice to the additional insured.

#### Name of Person or Organization:

CITY OF FAIRFIELD

This premium associated with this endorsement will be retained by us regardless of any early termination of this endorsement or the policy.

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SIGNATURE OF AUTHORIZED REPRESENTATIVE X	Dete:	TIME:	PM



New: X Renewal:		[]	INSURAN	ANCE CH		ICE CHECKLIST 52 10525 W	5 B			
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Required?	دلم مم	Type of Insurance	Insurance Company Name and AM Best Rating	Policy Number	Expiration Date	Per Occurrence Insurance	Contraction of the second seco	Endorsement Form	Eo.	
	2						City	Other	Waived	
>		General Liability	Liberty Mutuel Co A (excellent) 087060 AM BERTH	CBP9544679	1/10/2016	# / million		×		
7		Auto Liability	Titan Indonniky Co. A+ (Superior)	1325258	5102/81/2	<b>\$   m</b> illioi		X		
7		Excess Liability	Liberty Mythed Co. A (excellent)	CU 8798703	9102/01/1	the million		X		
7		Workers' Compensation	Security National A (occellent)	swe rososu	/1/L	* / million				
		Professional Liability								
			Digitally signed by Betty-Lou Woodhall Digitally signed by Betty-Lou Woodhall							

DATE

APPROVED: