## CITY OF FAIRFIELD

SHIP TO: Building Maintenance 1000 Webster Street Fairfield CA 94533

P.O. NUMBER:

50 10062

VENDOR NO:

00521

SCHEDULED DELIVERY DATE:

P.O. TYPE: OPEN

CONFIRMING

VENDOR: BME INC

C/O JOHN S LAIRD P O BOX 1525

GEORGETOWN CA 95634-1525

PURCHASE ORDER

LINE	QUANTITY	UNIT	UNIT	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1	200,000	RA	1.00	200, 000.00	PURCHASE OF GOODS AND SERVICES IS LIMITED TO THE CURRENTLY ADJUSTED MAXIMUM UNIT COST. PLEASE CONTACT THE PURCHASING OFFICER FOR THE CURRENTLY ADJUSTED MAXIMUM.
			TOTAL:	\$200,000.00	
				TERMS:	NET 30

SIGNATURE Walle Ens AUTHORIZED

05/02/02 DATE

COPIES: WHITE

YELLOW

GOLDEN GREEN PINK

BLUE

VENDOR PURCHASING INVENTORY ENCUMBRANCE RECEIVING

DEPARTMENT

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

W 9010062 00521

## PUBLIC WORKS DEPARTMENT INTEROFFICE MEMORANDUM

Date:

January 19, 2005

To:

Charles J. Beck, Director of Public Works

From:

Hank Dominguez, Building Maintenance Manager

Subject:

Establish "Service Contract" Purchase Order Accounts for BME,

INC. with Certificates of Liability and Endorsements on File.

Action:

Please review and initial attached one-page contract, then forward

to Wade Brown for signing.

Risk Management has implemented a requirement for all contractors doing business with the City to provide "certificates of liability" as evidence of adequate business insurance. The City also requires all contractors to list City employees and property as "additional insured". If an incident should occur, then the Contractor's insurance would be utilized first for coverage and compensation.

The City's purchasing officer has created a new series of open purchase order "Service Contract" accounts such that a streamlined binding contract, certificates of liability and endorsements are on file for each vendor. The limit for purchasing goods and services could be set at the maximum "not to exceed current unit cost", which is at this time \$19,609.00. These purchases of goods and services could be approved without City Council Action, just as open purchase orders could before.

The attached one-page contract will establish "Service Contract" account with **BME**, **Inc**. for cogen maintenance/consulting.

FI - 1 2005

ENTERNATURE
PERSONAL SERVICE
PERSONAL SE

#### CITY OF FAIRFIELD SERVICES AGREEMENT

## PAYMENTS.

- Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit monthly invoices to the Building Maintenance Manager for the same.
- b. 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 on a time and materials basis to the Building Maintenance Manager. (See address below)

Hank Dominguez, Building Maintenance Manager 1000 Webster Street Fairfield, CA 94533

#### INSURANCE.

- a. <u>WORKERS' COMPENSATION</u>. During the term of this Agreement, SERVICE PROVIDER shall fully comply with the terms of the law of California concerning workers' 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.
- b. 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 general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, personal 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.
- c. <u>AUTOMOBILE LIABILITY INSURANCE</u>. SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of \$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. <u>CERTIFICATES OF INSURANCE</u>. SERVICE PROVIDER shall file with CITY'S Director of Finance upon the execution of this 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 Director of Finance prior to the effective date of such cancellation, or change in coverage.
- e. SERVICE PROVIDER shall file with the Director of Finance concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.
- 4. INDEMNIFY AND HOLD HARMLESS. SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, 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 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.

#### 5. LABOR AND WAGE CODE GUIDELINES

- Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards.
- b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at <a href="http://www.dir.ca.gov/DLSR/statistics.research.html">http://www.dir.ca.gov/DLSR/statistics.research.html</a> 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.
- c. 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 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- 6. <u>BUSINESS LICENSE</u>. 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 to the gross receipts receipts received pursuant to this Agreement. No payments shall be made to any CONSULTANT 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).
- 7. 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.
- 8. <u>COMPLETE AGREEMENT/AMENDMENT.</u> This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or changed except by a written agreement signed by both parties.

CITY OF FAIRFIELD, a municipal corporation

BME, INCA Service Provider

S:\LLT\Agreements & Contracts\BME.doc

## INSURANCE/ENDORSEMENT CHECKLIST

Department of Public Works
Project

CONTI	RACTOR:	BME, Inc.	INSURANCE PRODUCER:		Fairfield Insurance Associates, LLC			
	_	John Laird P. O. Box 1525	-					
ADDRI	ESS:	INSURERS: Scottsdale Insurance						
	-	Georgetown, CA 95634	_	_	Fina	ancial Indemnity	Insurano	e Co. (B)
	-		-					
Check	Type of	Insurance Company		Exp.		Amount of	Endorse	
Box if Req.	Insurance	Policy No.		Date	•	Insurance	(Check City	One)   Other
X	General Liability	CLS0990304A		11/30/	05	\$3,000,000	Oity	X
х	Auto Liability	C7140457		10/8/0	)5	\$1,000,000		
	Professiona Liability							
	Excess Liability							
<u> </u>	Workers' Comp.	1325628-2004		12/1/0	)5	\$1,000,000		
DATE	OF CONTR	RACT: N/A RES. NO. N/A	EXP. DATI	E: <u>N/</u>	A	DP FIL	E NO.	N/A
PERSO	ON REVIEV	VING INSURANCE REQUIREMENTS:						
INSUR	ANCE REC	QUIREMENT WAIVED YES	NO ruly					
ENDO	RSEMENT	REQUIREMENTS WAIVED (YES)	NO NO					
FOR F	INANCE D	EPARTMENT PURPOSES						
		URANCE/ENDORSEMENT REQUIREMEN	AUTHORIZE	Jc D SIGI	در NAT	URE	OVED E	19/05
THE A	BOVE INSUF	RANCE REQUIREMENTS EXPIRE DURING TH	IE TERM OF THE C	CONTRA	<b>ACT</b>	YES		NO

A	C	ORD	CERTI	FICATE OF LIAE	BILITY IN	ISURAN	ICE	DATE (MM/DD/YY) 1/6/2005		
PRODUCER Fairfield Insurance Associates, LLC  THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR										
- AL						ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Fairfield CA 94533 (707) 425-9588				CA 94533		INSURERS	AFFORDING COVERAG	GE		
INSU	(707) 425-9366					INSURER A SCOTTSDALE INSURANCE COMPANY A 1 1 2				
		LAIRD				NANCIAL IND	EMNITY INSURAN	CE COMPANY A:		
dba		BME INC	:	•	INSURER C:					
P.(	٥.	BOX 1525			INSURER D:					
GE	GEORGETOWN CA 95634 INSURER E:									
CO	ER.	AGES								
At	IY R	REQUIREMENT	, TERM OR COND	BELOW HAVE BEEN ISSUED TO THE INTION OF ANY CONTRACT OR OTHER INTION BY THE POLICIES DESCRIBED IN INTION HAVE BEEN REDUCED BY PAID C	R DOCUMENT WITH HEREIN IS SUBJECT	RESPECT TO WE	KCH 1865 CERTIFICATE	MAY BE ISSUED OR		
INSR LTR		TYPE OF II		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	in a community of the C	ifs		
<u> </u>	GEN	VERAL LIABILITY		:			EACH OCCURRENCE	\$ 3,000,000		
	Х	1	GENERAL LIABILITY	÷			FIRE DAMAGE (Any one fire)	\$ 50,000		
		CLAMS M	ADE X OCCUR			44 /00 /000	MED EXP (Any one person)	\$ 2,000,000		
Α				CLS0990304A	11/30/2004	11/30/2005	PERSONAL & ADV INJURY	\$ 3,000,000		
							GENERAL AGGREGATE	\$ 3,000,000		
	GEI X		LIMIT APPLIES PER: PRO- JECT LOC	÷			PRODUCTS - COMPIOP AGG	3,000,000		
		POLICY   TOMOBILE LIABI ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$		
В	V	ALL OWNED A		C7140457	10/08/2004	10/08/2005		1,000,000		
	X	HIRED AUTOS	AUTOS				BODILY INJURY (Per accident)	5		
		The second of		er grade in the		*	(Per accident)	. <b>S</b>		
<b>2</b> 2.	GARAGE LIABILITY						AUTO ONLY - EA ACCIDENT	\$		
	ANY AUTO						OTHER THAN EA ACC			
							AUTO ONLY: AGO			
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	\$		
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				CTS THE OPERATIONS OF						
CITY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS										
CERTIFICATE HOLDER ADDITIONAL INSURED: INSURER LETTER: CANCELLATION										
GERTHFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION										
DA						DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN				
CITY OF FAIRFIELD						NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL				
1000 WEBSTER STREET					IMPOSE NO OB	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR				
					REPRESENTATI	REPRESENTATIVES.				
FA	IRI	FIELD		CA 94533	AUTHORIZED RE	PRESENTATIVE				
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POLICY NUMBER: CLS0990304A

COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

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(a) Or Organization(s): CITY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS	Location(s) Of Covered Operations  1000 WEBSTER STREET  FAIRFIELD, 94533
--	--

- 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 demage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 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:

- 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 ENDORSEMENT # 4

Insured copy

BME, INC. issued to:

this Endorsement is Attached to and made part of Policy # CLS0990304A

Insurance Company: Scottsdale Insurance Co.

Agent:

ISU INS SVCS/Fairfield Associates, Ll

Producer:

Yates & Associates Insurance Service

Effective date of this Endorsement is 1/6/05 at 12:01 AM Standard Time.

X Additional insured(s)

In consideration of an additional premium of \$100.00, it is hereby agreed that form CG2010 (07/04) Additional Insured -Owners. Lessees or Contrctors Scheduled Person or Organization is made part of this policy effective 1/6/05 per the attaced form.

CITY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS 1000 WEBSTER STREET FAIRFIELD

All other Terms and Conditions remain the same.

Issue Date

m. gotes

ompany Representative

100: Other - shown above Broker Fee Policy/Inspection Fee

0. 3. State Tax 0. Stamp Fee

103. Total

0.

POLICYHOLDER COPY

STATE P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

# FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-07-2005

GROUP: POLICY NUMBER: 1325628-2004 CERTIFICATE ID: 45
CERTIFICATE EXPIRES: 12-01-2005 12-01-2004/12-01-2005

CITY OF FAIRFIELD 100 WEBSTER FAIRFIELD CA 94533

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration,

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

AUTHORIZED REPRESENTATIVE

Shoon

PRESIDENT

Dianne C. Oki

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - JOHN LAIRD, PRES, SEC, TREAS - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-1995 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 01-07-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY, THIRD PARTY NAME: CITY OF FAIRPIELD

EMPLOYER

BME, INC. PO BOX 1525 GEORGETOWN CA 95634

## WAIVER OF SUBROGATION



HOME OFFICE SAN FRANCISCO

ALLEFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE AE INDICATED AT PACIFIC STANDARD TIME

1325628-04 RENEWAL NF

PAGE 1

**ENDORSEMENT AGREEMENT** 

EFFECTIVE JANUARY 7, 2005 AT 12.01 A.M. AND EXPIRING DECEMBER 1, 2005 AT 12.01 A.M.

BME, INC.

PO BOX 1525 GEORGETOWN, CA 95634

> ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF PAIRFIELD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY,

BME, INC.

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

**JANUARY 11, 2005** 

2570

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.3-03)

Dianne C. Oki

OID DO 217

## EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Effective	January 1, 2001 the State E	TubioAttieur Deserobine	in Dopardion (222). 24-22-23				
Please c	omplete the following: (To	be complete by the der	partment)				
Departme	ent:		Date of Contract:				
Authorize	ed by Res. No.:		Contract Expiration Date:				
Person R	teviewing EDD Requiremen	ts:	Phone:				
the amou	PORTING REQUIREMENT unt of \$600 (six hundred do on to CITY to comply with E	ollars) or more in any on	s an agreement for or makes payment to CONSULTANT in se calendar year, CONSULTANT shall provide the following nts:				
A.	<ul> <li>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.</li> </ul>						
В.	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.	C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.						
Please i	ndicate the type of busines	NAME AND	) ADDRESS.				
FULL N	AME	BME,	INC-				
ADDRE	SS	PO Box	1525				
CITY, S	TATE, ZIP	George	1525 Nown, Ca 95634				
BOX 2		<b>A</b>	ND				
X Box	TYPE OF B	JSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER				
	SOLE PROPRIETORSH						
	PARTNERSHIP						
	LIMITED LIABILITY PA	RTNERSHIP					
	CORPORATION						
	LIMITED LIABILITY CO	RPORATION					
	NON-PROFIT CORPOR	ATION					
	OTHER FORM OF ORG	ANIZATION					

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD