

CITY OF FAIRFIELD

P.O. NUMBER: SC 10044

SHIP TO: Building Maintenance
1000 Webster Street
Fairfield CA 94533

VENDOR NO: 01104

SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN
CONFIRMING

VENDOR: GOLDEN WEST ELECTRIC
411 MAIN ST
SUISUN CA 94585-2400

WORKING COPY - NOT VALID FOR PURCHASE

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 currently adjusted maximum.
TOTAL:				\$200,000.00	
				TERMS:	NET 30

AUTHORIZED PURCHASING SIGNATURE:

DATE 11/09/14

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.

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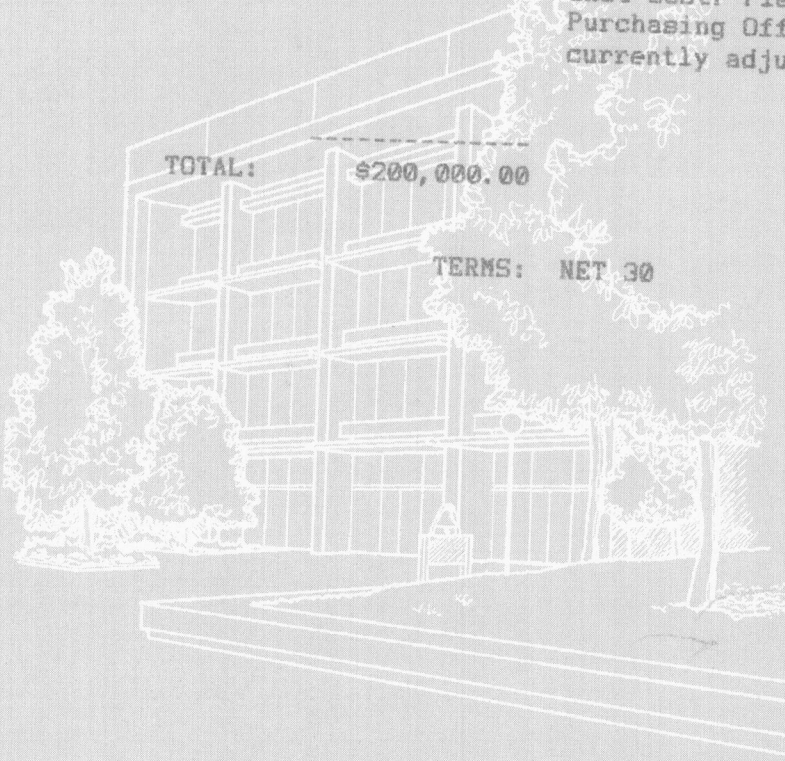
VENDOR: GOLDEN WEST ELECTRIC
411 MAIN ST
SUISUN CA 94585-2400

PURCHASE ORDER

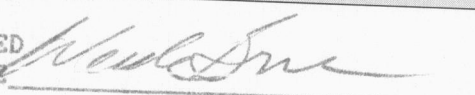
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TOTAL: \$200,000.00

TERMS: NET 30



AUTHORIZED
SIGNATURE



PURCHASING

04/11/29
DATE

COPIES: WHITE VENDOR
YELLOW PURCHASING
GOLDEN INVENTORY
GREEN ENCUMBRANCE
PINK RECEIVING
BLUE DEPARTMENT

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

SC 10044

PUBLIC WORKS DEPARTMENT INTEROFFICE MEMORANDUM

01104

Date: November 18, 2004

To: Charles J. Beck, Director of Public Works

From: Hank Dominguez, Building Maintenance Manager

Subject: Establish "Service Contract" Purchase Order Accounts for with **Golden West Electric Company**. Certificates of Liability and Endorsements on File.

Action: Please review and initial attached one-page contract, then forward to Wade Brown for signing.

1200

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 **Golden West Electric Company** for general electrical work and repairs.

CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of the **NOVEMBER 19, 2004**, by and between the City of Fairfield ("the CITY") and GOLDEN WEST ELECTRIC COMPANY ("SERVICE PROVIDER").

1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work: General electrical work and repairs.

2. PAYMENTS.

- a. 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)

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

3. INSURANCE

- a. **WORKERS' COMPENSATION.** 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. **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 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. **CERTIFICATES OF INSURANCE.** 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 non-renewal 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, 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.

6. LABOR AND WAGE CODE GUIDELINES

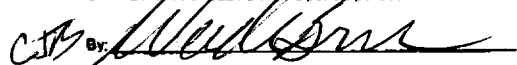
- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards.
- b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/DILR/StatisticsResearch.html>) and 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 1880 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. 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 to the gross 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 hereafter, by the CONSULTANT. Business license application and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707/428-3509).

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. COMPLETE AGREEMENT/AMENDMENT. 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

By: 

GOLDEN WEST ELECTRIC COMPANY, Service Provider

By: 
DANA FENNER, PRESIDENT

INSURANCE/ENDORSEMENT CHECKLIST

Department of Public Works
Project

CONTRACTOR: Golden West Electric Co.

ADDRESS: 411 Main Street
Suisun, CA 94585

INSURANCE PRODUCER: Vallejo Insurance Associates

INSURERS: The Travelers
State Compensation Ins. Fund

Check Box if Req.	Type of Insurance	Insurance Company Policy No.	Exp. Date	Amount of Insurance	Endorsement (Check One)	
					City	Other
X	General Liability	I-680-4655B300-TIL-04	10/1/05	\$1,000,000		X
X	Auto Liability	I-810-4655B336-TIL-04	10/1/05	\$1,000,000		
	Professional Liability					
	Excess Liability					
	Workers' Comp.	713-04	10/1/05	\$1,000,000		

DATE OF CONTRACT: N/A RES. NO. N/A EXP. DATE: N/A DP FILE NO. N/A

PERSON REVIEWING INSURANCE REQUIREMENTS: _____

INSURANCE REQUIREMENT WAIVED YES **NO**

ENDORSEMENT REQUIREMENTS WAIVED **YES** *automatically* NO

FOR FINANCE DEPARTMENT PURPOSES

THE ABOVE INSURANCE/ENDORSEMENT REQUIREMENTS HAVE BEEN REVIEWED AND APPROVED BY:

J. Hernandez 11/17/04
AUTHORIZED SIGNATURE Date

THE ABOVE INSURANCE REQUIREMENTS EXPIRE DURING THE TERM OF THE CONTRACT YES NO

ACORD CERTIFICATE OF LIABILITY INSURANCE		POLICY NO. GOLDE-5	DATE (MM/DD/YY) 11/08/04
PRODUCER Vallejo Insurance Associates P. O. Box 4446 Vallejo CA 94590 Phone: 707-554-6080 Fax: 707-554-2198		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 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Golden West Electric Co. Dana Fennie 411 Main Street Suisun City CA 94585		INSURERS AFFORDING COVERAGE	
		INSURER A:	Travelers, The
		INSURER B:	State Compensation Ins. Fund
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	I-680-4655B300-TIL-04	10/01/04	10/01/05	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$300,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMPROP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Ded: 500.00	I-810-4655B336-TIL-04	10/01/04	10/01/05	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	713-04	10/01/04	10/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CITY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS ARE ADDITIONAL INSURED. *10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER CITY OF FAIRFIELD 1000 WEBSTER STREET FAIRFIELD CA 94533	Y ADDITIONAL INSURED; INSURER LETTER: NONE111 CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Dan Donahue <i>Dan Donahue</i>
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POLICY NUMBER: I -6804655B3Q0-TIL -04

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93 Modified

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization is held liable for your acts or omissions for your ongoing operations performed for that insured.

EDD REPORTING REQUIREMENTS CHECKLIST

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

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

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

NAME AND ADDRESS	
FULL NAME	D.K.F. ENTERPRISES INC. dba GOLDEN WEST ELECTRIC
ADDRESS	411 MAIN STREET
CITY, STATE, ZIP	SUISUN CITY, CA 94585

AND

BOX 2

X-Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94-2531724
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

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

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name D.K.F. ENTERPRISES INC.	
Business name, if different from above dba GOLDEN WEST ELECTRIC	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 411 MAIN STREET	Requester's name and address (optional)
City, state, and ZIP code SUISUN CITY, CA 94585	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								

or

Employer identification number								
9	4	2	5	3	1	7	2	4

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Hustine A. Douina

Date ▶

NOV 05 2004

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.