

# CITY OF FAIRFIELD

P.O. NUMBER: SC 10277

SHIP TO: Engineering Division  
1000 Webster Street  
Fairfield CA 94533

VENDOR NO: 16481

SCHEDULED  
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: JONES BROS CARPET ONE  
4227 D LOZANO LN  
SUISUN CITY CA 94585-1481

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

AUTHORIZED PURCHASING SIGNATURE:

*Wade Brown*

DATE

08/06/27

### SPECIAL PURCHASE ORDER INSTRUCTIONS:

- For any information concerning this order contact purchasing division at (707) 428-7596
- List Purchase Order number on all shipments and invoices.
- Delivery of merchandise is considered acceptance of unit price as stated.
- 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.

5210277  
16481

**CITY OF FAIRFIELD SERVICES AGREEMENT**

THIS AGREEMENT is made at Fairfield, California, as of the June 10, 2008, by and between the City of Fairfield ("the CITY") and Jones Brothers Carpet, ("SERVICE PROVIDER").

**1. SCOPE OF SERVICE**

SERVICE PROVIDER agrees to perform the following work (This space is to be used when you don't have a proposal letter from the contractor to use. If you have a proposal letter that you wish to use for Exhibit A - Simply type "Exhibit A" at the top of the proposal letter.)

*Provide flooring and installation & demo for City of Fairfield.*

**2. PAYMENTS**

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified below;
- b. Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit monthly invoices to the Community Services Department for the same.
- c. 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 Community Services Department.

**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 Community Services Department 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 Community Services Department prior to the effective date of such cancellation, or change in coverage.
- e. **SERVICE PROVIDER** shall file with the Director of Community Services Department 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 1777.6 of the Labor Code as it applies to apprenticeship standards
- b. 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/DIR/Statistics/research.html>) select the appropriate wage decision and then collect the wage decision for Stanislaus, 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. 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 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. 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.

RECEIVED

JUN 25 2008

CITY OF FAIRFIELD  
PURCHASING

SENIOR CENTER

By: *[Signature]*  
By: *[Signature]*  
PURCHASING  
JUN 25 2008  
BY: *[Signature]*

City of Fairfield, a municipal corporation

SERVICE PROVIDER

New:  X  
 Renewal:

# INSURANCE CHECKLIST

CONTRACTOR: Jones Bros. Inc. DATE OF CONTRACT: June 2008 P.O. # \_\_\_\_\_  
 DEPARTMENT: Public Works Engineering and Admin STAFF PERSON & TELEPHONE NO: Nicole Hoover ext. 7486  
 DESCRIBE PROJECT / WORK: Fairfield Senior Center Multi-Purpose Room Carpeting

Required? Yes No	Type of Insurance	Insurance Company Name and AM Best Rating	Policy Number	Expiration Date	Per Occurrence Insurance Limit	Endorsement Form		
						City	Other	Waived
X	General Liability	Allied Insurance A+XV	ACP7880648679	5/25/09	\$1,000,000			
X	Auto Liability	Allied Insurance A+XV	ACP7880648679	5/25/09	\$1,000,000			
X	Excess Liability	Allied Insurance A+XV	ACP7880648679	5/25/09	\$2,000,000			
X	Workers' Compensation	Pennsylvania Manufacturers A-IX	PMAI/WC102034000	7/1/08	\$1,000,000			
	Professional Liability							

APPROVED: [Signature]  
 Authorized Risk Management Signature

DATE: 6/23/08

*Approved by Ralyn Klein 6/23/08*



**George Petersen Insurance Agency**

627 College Avenue, Santa Rosa, CA 95402

707-525-4150 Fax 707-525-4175

Email: info@gpins.com

License #0603247



# Fax

**To: City of Fairfield****From: Illythia A. Lichau****Attn: Pennie Toney****Pages: 7 w/cover****Fax: 429-5687****Date: June 12, 2008****Re: Jones Bros. Carpet One /Fairfield Senior Center Multi-Purpose Room**

- **Comments:** This fax is confidential and intended only for the company and persons indicated above. Please contact our office immediately if all pages are not received. Thank you.

Pennie,

Attached, please find the requested Certificates of Insurance on behalf of our client Jones Bros. Carpet One. Primary Wording is included, but the endorsement needs to be processed by the company and will be forwarded when complete.

If you have any questions or need anything further, please feel free to contact our office.

Thank You,

Illythia A. Lichau  
Assistant

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**Contact Us For All Your  
Business, Personal and Health Insurance Needs  
[www.geopetersen.com](http://www.geopetersen.com)**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID IL  
JONES-2

DATE (MM/DD/YYYY)  
06/12/08

**PRODUCER**  
George Petersen Ins Agency  
P. O. Box 3539  
627 College Avenue  
Santa Rosa CA 95402  
Phone: 707-525-4150 Fax: 707-525-4175

**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**  
  
Jones Bros, Inc.  
dba: Jones Bros. Carpet One  
4238 Lozano Lane  
Fairfield CA 94534-4209

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied Insurance	
INSURER B:	
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 ADD'L TR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7880648679	05/25/08	05/25/09	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 300000
						MED EXP (Any one person)	\$ 500
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
						Emp Ben.	1000000
A	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ACP7880648679	05/25/08	05/25/09	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	X	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	ACP7880648679	05/25/08	05/25/09	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 RE: Fairfield Senior Center Multi-Purpose Room, 1200 Civic Center Drive. The City of Fairfield, its officers, employees, agents, and volunteers are included as Additional Insured for General Liability per EB04480803 attached. Separation of the insured per policy form. Primary included, endorsement to follow. \*10 DAYS NOTICE IN EVENT CANCELLED FOR NON-PAYMENT

### CERTIFICATE HOLDER

CITYF03

City of Fairfield  
City Hall  
1000 Webster St.  
Fairfield CA 94533-4883

### 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.

AUTHORIZED REPRESENTATIVE



**NOTEPAD:**HOLDER CODE CITYF03  
INSURED'S NAME Jones Bros. Inc.JONES-2  
OPID IIPAGE 3  
DATE 06/12/08**Additional Insured**

It is hereby understood and agreed that the city of Fairfield, its officers, employees, agents, and volunteers are named as Additional Insureds.

**Primary Insurance**

It is further understood and agreed that the insurance afforded by this policy shall be considered Primary Insurance as respects any other valid and collectible insurance the City of Fairfield may possess, including any self insured retention the City may have, and any other insurance the City does possess shall be considered Non-Contributory only.

**Severability of Interest**

This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

BUSINESSOWNERS  
PB 04 48 08 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

#### SCHEDULE

Name Of Person Or Organization:

City of Fairfield  
City Hall  
1000 Webster St.  
Fairfield, CA 94533-4883

RE: Fairfield Senior Center, Multi-purpose Room, 1200 Civic Center Dr.

The following is added to Section II. WHO IS AN INSURED:

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability arising out of your ongoing operations performed for such additional insured or arising out of premises owned by or rented to you, subject to the following additional exclusion:

This insurance, including any duty we have to Defend "suites", does not apply to:

- a. "Bodily Injury" or "property damage" that arises out of, in whole or in part, or is a result of, in whole or in part, the active negligence of the additional insured shown in the Schedule of this endorsement.
- b. "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**

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Copyright, Insurance Services Office, Inc., 1997

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID IL  
JONES-2

DATE (MM/DD/YYYY)  
06/12/08

**PRODUCER**  
 George Petersen Ins Agency  
 P. O. Box 3539  
 627 College Avenue  
 Santa Rosa CA 95402  
 Phone: 707-525-4150 Fax: 707-525-4175

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**INSURED**  
  
 Jones Bros. Carpet One  
 4238 Logano Lane  
 Fairfield CA 94534-4209

### INSURERS AFFORDING COVERAGE

NAIC #  
12262

INSURER A: Pennsylvania Manufacturers  
 INSURER B:  
 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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PMATWC102034000	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STAT-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Workers Compensation Certificate of Insurance.

\*Ten day notice of cancellation in the event of non payment of premium.

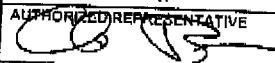
### CERTIFICATE HOLDER

City of Fairfield  
 1000 Webster Ave.  
 Fairfield CA 94533

### 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.

AUTHORIZED REPRESENTATIVE





**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.