

# CITY OF FAIRFIELD

P.O. NUMBER: SC 10099

SHIP TO: Senior Center  
1200 Civic Center Drive  
Fairfield CA 94533

VENDOR NO: A8275

SCHEDULED  
DELIVERY DATE:

P.O. TYPE: OPEN  
CONFIRMING

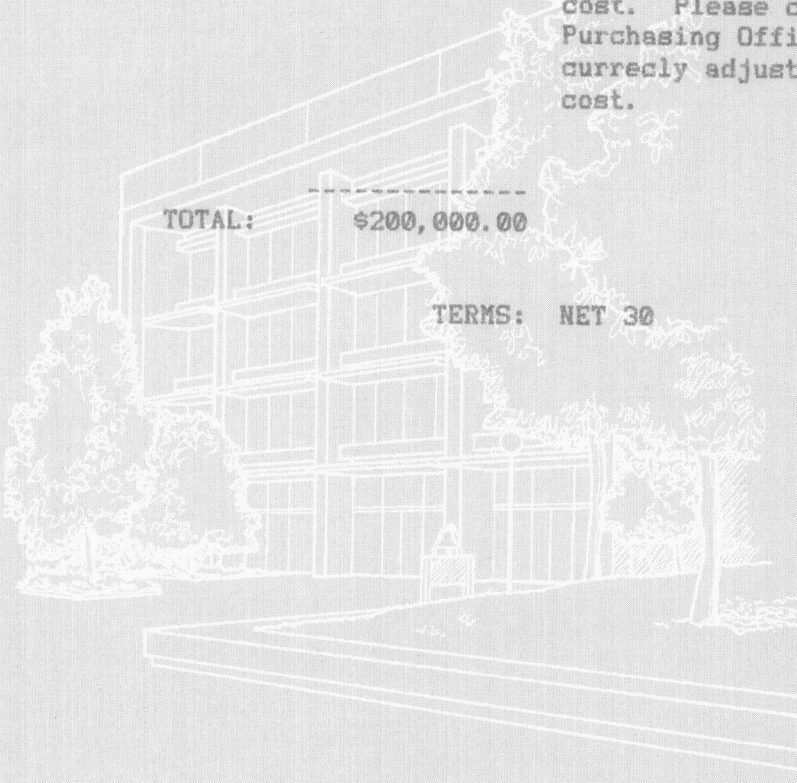
VENDOR: MARQUEZ ANDRES  
85 BARCELONA CIRCLE  
FAIRFIELD CA 94533-2864

## 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 cost. Please contact the Purchasing Officer for the currently adjusted maximum cost.

TOTAL: \$200,000.00

TERMS: NET 30



AUTHORIZED  
SIGNATURE

*Maude Doo*  
PURCHASING

05/07/15  
DATE

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

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

CITY OF FAIRFIELD SERVICES AGREEMENT

SC 10099 A8215

THIS AGREEMENT is made at Fairfield, California, as of the July 1, 2005, by and between the City of Fairfield ("the CITY") and Andres Marquez ("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.]

Instruction for Martial Arts classes, as requested by the City of Fairfield Community Services Department.

2. PAYMENTS.

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified below: 60% of registration fees not to exceed currently adjusted maximum unit cost.
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 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 prior to the effective date of such cancellation, or change in coverage.
e. SERVICE PROVIDER shall file with the Director of Community Services concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

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.

5. LABOR AND WAGE CODE GUIDELINES

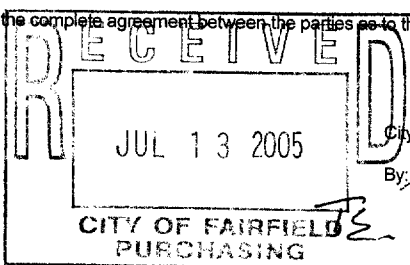
- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards
b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at http://www.dir.ca.gov/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.
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.

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 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 changed except by a written agreement signed by both parties.

SERVICE PROVIDER ENTERED PURCHASING
By: Andres Marquez JUL 13 2005



City of Fairfield, a municipal corporation
By: Andreea Ruci-Martens 7-8-05

BY \_\_\_\_\_

**EDD REPORTING REQUIREMENTS CHECKLIST**

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

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

Department/Division: Community Services/ Adult Services Date of Contract: July 1, 2005

Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: N/A

Person Reviewing EDD Requirements: Ted Stine, Community Services Manager Phone: (707) 428-7741

**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.

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Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete the following:  
(Box 1 or 2 below)

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

**BOX 1**

SOLE PROPRIETORSHIP	
FULL NAME	Andres Marquez
ADDRESS	85 Barcelona Circle, Fairfield, CA 94533 2864
SOCIAL SECURITY NUMBER OR	559-02-8586
FEDERAL ID NUMBER	

OR

**BOX 2**

BOX	TYPE OF BUSINESS	FEDERAL ID NUMBER
<input checked="" type="checkbox"/>	PARTNERSHIP	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	
<input type="checkbox"/>	CORPORATION	
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	
<input type="checkbox"/>	NON-PROFIT CORPORATION	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	

**PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIEL**

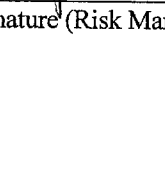
## INSURANCE/ENDORSEMENT CHECKLIST

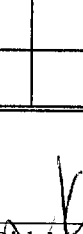
Contractor: Andres Marquez Dept. Community Services/Adult Services  
 Date of Contract: July 1, 2005 Authorized by Res. No. \_\_\_\_\_ Contract Expiration Date: N/A  
 Person Reviewing Insurance Requirements: Ted Stine, Community Services Manager  
 Department: CS/AS Project Martial Arts Classes

Check Box If Req.	Type of Insurance	Insurance Company	Policy Number	* Exp. Date	Amount of Insurance	Endorsement (Check One) City Other
	General Liability				\$ 2.0 M	✓
	Auto Liability	Statutory				N/A
	Professional Liability					
	Excess Liability	N/A				
	Workers' Comp	Statutory				N/A

Insurance Requirements Waived:       yes     no

Endorsement Requirements Waived:       yes     no

  
 \_\_\_\_\_  
 Authorized Signature (Risk Management)

  
 \_\_\_\_\_  
 Authorized Signature (Risk Management)

**FOR FINANCE DEPARTMENT PURPOSES:**

The above insurance/endorsement requirements have been reviewed and approved by: \_\_\_\_\_  
Authorized Signature

\*  
 NOTE: The above insurance requirements expire during the term of the contract.       yes     no

*Current coverage*

From: Don Baldwin To: Christine

DATE: 10/4/2004 TIME: 2:55:00 PM

*per Christian at Midland Insurance*

DATE OF INSURANCE						10/4/2004
<b>PRODUCER</b> Francis L. Dean & Associates PO Box 4200 Wheaton, IL		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.				
<b>COMPANIES AFFORDING COVERAGE</b>						
Company Letter	A	Capital Indemnity Corporation				
Company Letter	B	Lloyds of London				
Company Letter	C					
Company Letter	D					
Company Letter	E					
<b>INSURED</b> Sidekicks Academy Of Martial Arts Andy Marquez 85 Barcelona Circle Fairfield, CA 94533						
<b>COVERAGES</b>						
<small>THIS IS TO CERTIFY THAT 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. CLAIMS UNKNOWN MAY HAVE BEEN INCURRED BY PAID CLAIMS.</small>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/YY)	POLICY EXPIRATION DATE (MM/YY)	LIMITS	
A	<b>General Liability</b>		10/4/2004	10/4/2005	<b>General Agg</b>	\$2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				<b>Products - Agg.</b>	\$1,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur				<b>Personal &amp; AI</b>	\$1,000,000
	<input checked="" type="checkbox"/> Includes Athletic Participants				<b>Each Occurrence</b>	\$1,000,000
					<b>Fire Damage</b>	\$50,000
				<b>Deductible</b>	\$0	
B	<b>Accident Medical Insurance</b>		10/4/2004	10/4/2005	<b>Per Accident</b>	\$100,000
					<b>Deductible</b>	\$250
<b>Martial Arts Training</b> The Certificate Holder(s) is added as an additional insured buy only with respect to liability arising out of operations of the named insured during the policy period.						
<b>Additional Insured</b>			<b>Cancellation</b>			
(additional insured) City Of Fairfield 1000 Webster Street Fairfield CA 94533			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE WHILE IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE-Francis L. Dean			
			<i>Francis L. Dean</i>			

*FLD*

**GEICO**

Phone Number: 1-800-841-3000

The coverage provided by this policy meets the requirements of Sections 16056 & 16500.5 of the California Vehicle Code, minimum liability limits prescribed by law.

**CALIFORNIA EVIDENCE OF LIABILITY INSURANCE**

Policy Number	Effective Date	Expiration Date
1552-74-53-07	01-02-05	07-02-05
Year/Make/Model/Vehicle Identification Number		
95 CHEV	CHVY VNG20	1GBEG25K6SF206046
Insured: PEGGY GRAVENDAAL-MARQUEZ AND		
ANDRES MARQUEZ		
1072 PEPPERTREE DR		
FAIRFIELD CA 94533-8108		

GEICO INDEMNITY COMPANY

P.O. Box 509090

San Diego, CA 92150-9090

NAIC #: 22055

USE THIS CARD TO REGISTER YOUR VEHICLE