

# CITY OF FAIRFIELD

P.O. NUMBER: SC 10244

SHIP TO:

VENDOR NO: B1614

SCHEDULED  
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: MB CONTRACT FUNITURE INC  
6210 GOODYEAR ROAD  
BENICIA CA 94510-1243

## PURCHASING COPY PURCHASE ORDER

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1	1	EA	200,000.00	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	

AUTHORIZED PURCHASING SIGNATURE:

*Wade Brown*

DATE 07/11/29

### 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.

CITY OF FAIRFIELD SERVICES AGREEMENT

SL 102 44 Bile 14

THIS AGREEMENT is made at Fairfield, California, as of the August 1, 2007, by and between the City of Fairfield ("the CITY") and MB Contract Furniture ("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 design, delivery and installation services for facility furnishings as requested by the 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 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.

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.

5. LABOR AND WAGE CODE GUIDELINES

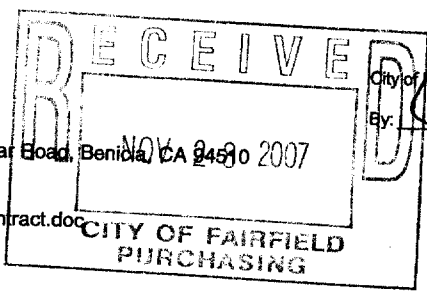
- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards
b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, 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.

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 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).

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.

SERVICE PROVIDER
By: [Signature] 7-23-07
Drew Weeks, VP, MB Contract Furniture, 6210 Goodyear Road, Benicia, CA 94510



City of Fairfield, a municipal corporation
By: [Signature]
ENTERED PURCHASING
NOV 29 2007
BY [Signature]

## EDD REPORTING REQUIREMENTS CHECKLIST

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

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

Department/Division: <u>Community Services/ Adult Services</u>	Date of Contract: <u>August 1, 2007</u>
Authorized by Res. No.: _____	Contract Expiration Date: <u>N/A</u>
Person Reviewing EDD Requirements: <u>Wade Brown, Financial Services Supervisor</u>	Phone: <u>(707) 428-7596</u>

**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 box 1 AND box 2 below.

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

**BOX 1**

NAME AND ADDRESS	
FULL NAME	MB Contract Furniture, Inc.
ADDRESS	6210 Goodyear Road
CITY, STATE, ZIP	Benicia, CA 94510 1243

AND

**BOX 2**

BOX	TYPE OF BUSINESS	SSN only	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input checked="" type="checkbox"/>	CORPORATION	TIN	68-0358114
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	TIN	

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

New:  X  
 Renewal:

# INSURANCE CHECKLIST

STAPLE HERE

CONTRACTOR: MB Contract Furniture DATE OF CONTRACT: August 1, 2007 P.O. # \_\_\_\_\_  
 DEPARTMENT: Community Services STAFF PERSON & TELEPHONE NO: Matt Treiman x 7796  
 DESCRIBE PROJECT/WORK: Senior Center Furnishings

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
✓	General Liability	Hartford Casualty Ins. Co A+ / Xv	57SBAEV4706	7/15/08	\$2 Million	✓	
✓	Auto Liability	Commerce West Ins. Co A+ / Xv	CCV0363134	10/24/07	\$1 Million	✓	
✓	Excess Liability	Hartford Casualty Ins. Co A+ / Xv	57SBAEV4706	7/15/08	\$1 Million		R
✓	Workers' Compensation	Endurance Re Corp of America A- / Xv	WEN000604401	10/1/07	\$1 Million		R
✓	Professional Liability	Waived					

APPROVED: *Robert Klein*  
 Authorized Risk Management Signature

DATE: 8/13/07

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2007

PRODUCER (925)935-0545 FAX (925)935-0486  
Nourse Insurance Brokers, Inc.  
License #0508345  
590 Lennon Lane-Suite 160  
Walnut Creek, CA 94598-0868

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 M. B. CONTRACT FURNITURE, INC.  
6210 GOODYEAR RD.  
BENICIA, CA 94510

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins. Co.	29424
INSURER B: Commerce West Ins Co	
INSURER C: Endurance Re Corp of America	11551
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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Business Liability</b>	57SBAEV4706	07/15/2007	07/15/2008	EACH OCCURRENCE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B		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	CCV0363134	10/24/2006	10/24/2007	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 EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	57SBAEV4706	07/15/2007	07/15/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WEN000604401	10/01/2006	10/01/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		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  
CITY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED PER FORM CG2026 11/85 ATTACHED.  
PROJECT: FURNITURE, DESIGN, AND SERVICE.

\*EXCEPT FOR TEN (10) DAY NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM.

### CERTIFICATE HOLDER

CITY OF FAIRFIELD  
c/o CITY HALL  
1000 WEBSTER STREET  
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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Karen Brekas, CISR/MMN

*Apron C. Baker*

## **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.

CITY OF FAIRFIELD

Certificate issued to CITY OF FAIRFIELD  
Nourse Insurance Brokers, Inc.

06/29/2007

16/29/2007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: 57SBAEV4706

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Fairfield, its officers, employees, and agents.

Project: Furniture, Design, and Service.

(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 as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CG 20 26 (11/85)



Commerce West  
Insurance Company

P.O. Box 8006  
Pleasanton, CA 94588  
(925) 734-1700 (800) 244-1545

PRODUCER CODE 006045

### DESIGNATED INSURED ENDORSEMENT

This endorsement forms a part of policy number **CCV0363134** issued to **MB CONTRACT FURNITURE**

Each person or organization indicated below is an insured for Liability Coverage, but only to the extent that person or organization qualifies as an insured under Part I, Liability of the policy.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limits of liability, conditions or exclusions of the policy to which this endorsement is attached, other than as stated above.

This endorsement must be attached to the revision Declarations when issued after the policy is written.

Veh Num	Name of Person(s) or Organization(s)
---------	--------------------------------------

00001	CITY OF ALAMEDA
00001	CENTRAL CONTRA COSTA COUNTY SA
00002	EAST BAY REGIONAL PARK DISTRIC
00002	JONES LANG LASALLE AMERICAS, I
00003	CITY OF FAIRFIELD





**MB CONTRACT FURNITURE, INC.**

Creating Comfortable Workplaces

8210 Goodyear Road - Benicla, CA 94510 - Tel. 707.751.5810 Fax 707.751.2419  
www.MBContractFurniture.com

**Job Quote**  
Quote #: MBQTE05565

**Job #: MBJOB05595**

**Date: 10/15/2007**

**Job Name: Stage Drapery**

BILL TO ADDRESS
Fairfield Senior Center 1000 Webster Fairfield, CA 94533 Attn: Jane Kibbey

JOB LOCATION
Fairfield Senior Center 1200 Civic Center Drive Fairfield, Ca 94533-4883 Attn: Jane Kibbey

**QUOTE IS FOR:**

Dear Jane Kibbey,

Attached you will find the quotation for the Stage Drapery at the Fairfield Senior Center.

Included in this quote is the Panels for the Backdrop of Stage, Stage Skirt with Velcro and the Side Windows Drapery and Rods.

Please review and call as we can meet to select the fabric color.

Thank you for the opportunity.

Thank you for your consideration and support of MB Contract Furniture. I look forward to a successful project.

Sincerely,

Janice Gimblin

QUOTE ACCEPTANCE	
Approved by:	
Date:	11-21-07

QUOTE SUMMARY			
Product Total	\$4,782.35	Product Tax	\$352.70
Service Total	\$0.00	Service Tax	\$0.00
Subtotal	\$4,782.35	Subtotal (7.375%)	\$352.70
<b>QUOTE TOTAL</b>		<b>\$5,135.05</b>	



**MB CONTRACT FURNITURE, INC.**

Creating Comfortable Workplaces

6210 Goodyear Road ~ Bentsen, CA 94610 ~ Tel. 707.751.5910 Fax 707.751.2419  
www.MBContractFurniture.com

**Quote Line Items**

LINE ITEMS (2)

Page 1

PRODUCT SUBTOTAL \$4,782.35

QUOTE NO: MBQTE05565	ACCOUNT NAME: Fairfield Senior Center
QUOTE DATE: Oct 15, 2007	JOB NO: MBJOB05595
JOB STATUS: 00-Open	JOB NAME: Stage Drapery

ITEM #	MODEL #	VENDOR	REQUEST	SITE	PULLED	ORDERED	SOLD	PRICE	LINE TOTAL
MBSKU28773	Stage Drapery	Contract Decor, Inc.	1	0	0	1	1	\$3,828.60	\$3,828.60
Fabric: New Supreme									
Poly Lined <del>color to be selected</del>		<i>Navy</i>							
MBSKU28774	Installation	Contract Decor, Inc.	1	0	0	1	1	\$953.75	\$953.75
Consisting of: Stage Drapery, Stage Skirt and Side Windows with Rods.									

Client Signature: *Julia* Date: 11-21-07

*PLEASE INVOICE ASAP*