

CITY OF FAIRFIELD

P.O. NOUMBER: SC 10314

SHIP TO: NBR
5110 WATERWORKS LANE
FAIRFIELD CA 94533

VENDOR NO: A8035

SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: WATERTRAX USA INC
1420 5TH AVE STE 2200
SEATTLE WA 98101-1346

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 dservices 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: Wade Brown DATE 09/05/18

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.

CITY OF FAIRFIELD

P.O. NUMBER: SC 10314

SHIP TO: Engineering Division
1000 Webster Street
Fairfield CA 94533

VENDOR NO: A8035

SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: WATERTRAX USA INC
1420 5TH AVE STE 2200
SEATTLE WA 98101-1346

PURCHASING COPY

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Wade Brown

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CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of April 13, 2009 by and between the City of Fairfield ("the CITY") and WaterTrax USA, Inc.

1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to provide a subscription service for database management of laboratory water quality information as needed for the City of Fairfield's water treatment plants.

2. PAYMENTS.

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be on a time and materials basis.
- b. Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit invoices when the installation process is finalized and approved by the site.
- c. Any additional meetings or work required beyond that set forth in specific job estimates shall be mutually agreed to by the CITY and SERVICE PROVIDER, and shall be billed on a time and materials basis to the City of Fairfield.

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 no less than \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, 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 no less than \$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 Department of or the Designee 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 City of Fairfield or the Designee prior to the effective date of such cancellation, or change in coverage.
- e. SERVICE PROVIDER shall file with the City of Fairfield or the Designee 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.

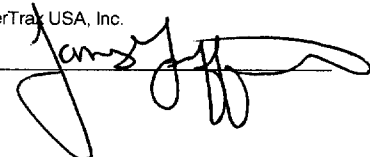
5. LABOR AND WAGE CODE GUIDELINES

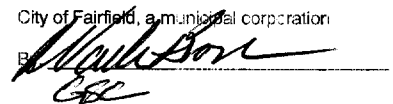
- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards
- b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification,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

WaterTrax USA, Inc.
By: 

City of Fairfield, a municipal corporation
By: 

MEMORANDUM

April 3, 2009

TO: Gene Cortright, Director of Public Works

FROM: Rick Wood, Assistant Director of Public Works

RE: Establish "Service Contract" Purchase Order Account for WaterTrax USA, Inc. with Certificates of Liability and Endorsements on file.

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

A8035
SC10314
W

The City's Purchasing Officer created a series of open P.O. "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, at this time, is \$22,441.00. These purchases of goods and services could be approved without City Council action, just as open P.O.'s could before.

The attached one-page contract will institute a "Service Contract" account with WaterTrax USA, Inc. WaterTrax USA, Inc provides a subscription service for database management of laboratory water quality information.

Attachments:

Executed Agreements

6H 4/3/09

Reviewed
RWood



CITY OF FAIRFIELD

Business License Office
1000 Webster Street, Fairfield, CA 94533-4883
Phone (707) 428-7509 • Fax (707) 428-7597

BUSINESS LICENSE APPLICATION

Please type or print, sign and return with payment. All sections must be completed.

APPLICANT MUST NOTIFY THIS OFFICE IN WRITING OF ANY CHANGES IN FACTS ON THIS APPLICATION

Application Type:

- Address Change
- Owner Change
- New Business
- Business Name Change
- HOME OCCUPATION

Out-Of-City Contractor
Copy of current contractor's license (pocket card) is required.

Business Name (DBA) Watertrak USA Inc. Start Date in Fairfield 05/27/2005

Corporate Name _____ Number of Employees _____
(if applicable)

Business Location 1420 5th Ave, Suite 2200, Seattle, WA Resale No. _____
(Cannot be P.O. Box per State of California Business & Professions Code-Section 17538.5)

Federal ID No. 75 305 3215

Mailing Address 1420 5th Ave, Suite 2200 State ID No. _____

City/State/Zip Seattle, WA 98101 Health Permit _____

Bus. Phone No. 604-630-3700 Fax No. 604-630-3720 State Lic. No. _____

Email Address bill@watertrak.com Website www.watertrak.com State Lic. Type _____

Description of Business online water data management Expire Date _____

OWNER(S), PARTNER(S), OR CORPORATE OFFICER(S) INFORMATION

Ownership: Sole Proprietor Partnership Limited Liability Corporation Other: _____

Name James Griffiths Title Secretary

Home Address 1657 Adonac Dr, Vancouver BC Driver Lic. No. 3337634
(Cannot be P.O. Box)

Home Phone No. _____ Cell No. 604-816-6616 Soc. Sec. No. _____

Date of Birth _____

Name _____ Title _____

Home Address _____ Driver Lic. No. _____
(Cannot be P.O. Box)

Home Phone No. _____ Cell No. _____ Soc. Sec. No. _____

Date of Birth _____

EMERGENCY CONTACT INFORMATION

Contact Name James Griffiths Phone No. 604-630-3700

Address 300.1201 West Pender Cell No. _____

PLEASE COMPLETE THE FOLLOWING AND SIGN BELOW

(to compute total license tax due, see reverse side)

A. Total year Gross Receipts \$ 12,650 Tax Due 20.00

B. If Business is within DID Area DID Fee _____

C. Prior Year Amended Tax (if applicable) Tax Due _____

TOTAL TAX DUE (sum of lines A, B, & C) \$ 20.00

Gross Receipts are subject to audit. Underreporting of Gross Receipts will result in penalties of up to 100% of business tax paid.

I declare under penalty of perjury that the answers of the above questions have been examined by me and to the best of my knowledge are true and complete.

Signature Alia of Owner or Representative

Title Sr. Accountant Date March 24, 2008

Thank you for doing business in the City of Fairfield

DEPT APPROVALS • FOR OFFICE USE ONLY

BUSINESS LICENSE	Business License No. _____
FIRE	NAIC/SIC Code _____
BUILDING	Classification _____
ZONING	DID Classification _____
HEALTH (if applicable)	Amount Paid _____
	Date Received _____
	Receipt # _____
	<input type="checkbox"/> Cash
	<input type="checkbox"/> Check No. _____

New:
 Renewal:

INSURANCE CHECKLIST

CONTRACTOR: WaterTrax USA Inc. DATE OF CONTRACT: 5/30/08 P.O. # PO 18786
 DEPARTMENT: NBR Water Treatment Plant - Public Works STAFF PERSON & TELEPHONE NO: Marna Rollins 428-7680 x121
 DESCRIBE PROJECT/WORK: Annual subscription for WaterTrax Utility Service

Required?	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	GCAN Insurance Company	7130656	03/01/10	\$1,000,000			X <i>KG</i>
	Auto Liability							
	Excess Liability							
X	Workers' Compensation	Department of Labor & Industries; Ind Ins Div WA	Unified Business Identifier: 602 189 824	Current	"not licensed"			X
	Professional Liability							

RECEIVED
 CITY OF FAIRFIELD
 APR 21 2009

APPROVED: *Marna Rollins* DATE: 4/22/09
 Authorized Risk Management Signature



Rating Center
Rating Methodology
Industry Research
Ratings Definitions
Search Best's Ratings
Press Releases
Related Products
Industry & Regional
Country Risk
Ins-Linked Securities
How to Get Rated
Contact an Analyst

View Ratings: [Financial Strength](#) [Issuer Credit](#) [Securities](#) [Advanced Search](#)Other Web Centers:
Select One

Print this page

GCAN Insurance Company

A.M. Best #: 85749 AIN #: AA1561014

Address: 181 University Avenue, Suite 1000
Toronto, ON, M5H 3M7, CANADA

Phone: 416-682-5300
Fax: 416-682-9213
Web: www.gcan.ca

This rating is assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.



Best's Ratings

Financial Strength Ratings [View Definitions](#)

Rating: **A (Excellent)**
 Financial Size Category: VIII (\$100 Million to \$250 Million)
 Outlook: **Stable**
 Action: **Affirmed**
 Effective Date: **January 15, 2009**

Issuer Credit Ratings [View Definitions](#)

Long-Term: **a**
 Outlook: **Stable**
 Action: **Affirmed**
 Date: **January 15, 2009**

* Denotes Under Review Ratings. See rating definitions.

Reports and News

Visit our NewsRoom for the latest [news and press releases](#) for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional (Unabridged) (formerly known as Best's Company Report) - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 01/21/2009 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional \(Unabridged\) Archive](#).



Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.

Data Status: 2007 Financial Data (Quality Cross Checked).

Financial and Analytical Products

[Best's Key Rating Guide - P/C, US & Canada](#)
[Best's Statement File - Global](#)
[Best's Insurance Reports - P/C, US & Canada](#)
[Best's Insurance Reports - Non-US](#)
[Best's Statement File - P/C, Canada](#)
[Best's Key Rating Guide - Canada](#)
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Verify Workers' Comp Premium Status: Account Information

Did you know...

...that under Washington State law*, you may be liable for the unpaid workers' compensation (industrial insurance) premiums of any business you hire or contract with? (*See [RCW 51.12.070](#)). In the construction industry, you can avoid liability for your subcontractor's unpaid premiums by performing all 6 steps listed on the previous menu page, which includes printing a copy of this liability certificate for your records.

L&I will track a contractor for you and tell you if their status changes. If this is a contractor whose premiums and license are current, a "Submit Contractor Tracking Request" link will appear in the certificate below. Click it to fill out a Tracking Request. If the contractor fails to pay workers' comp premiums or renew their contractor registration or if their electrical contractor license is suspended or revoked within one year of the start-date on your tracking request, L&I will send you a notification letter.

Department of Labor and Industries

Employer Liability Certificate

Date: 03/21/2007

UBI #: 602 189 824 -- Check for active Department of Revenue tax account

Legal Business Name: WATERTRAX USA INC

Account #: 102,611-00

'Doing Business As' Name: WATERTRAX USA INC

Estimated Workers Reported: Quarter 4 of Year 2006 "0" Workers
(See Description Below)

Workers' Comp Premium Status: Account is current. Firm has voluntarily reported and paid their premiums.

Licensed Contractor? No

Risk Classification: [Get risk classification information.](#)

Experience Factor: [Get experience factor history.](#)

Account Representative: T1 / HAN CHUNG (360)902-5612 - Email: CHUK235@lni.wa.gov

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates or limitations of coverage. (See [RCW 51.12.050](#) and [51.16.190](#).)



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Washington State Department of
Labor and Industries



Employer Liability
Certificate

Department of Labor and Industries

Employer Liability Certificate

Date: 03/21/2007

UBI #: 602 189 824

Legal Business Name: WATERTRAX USA INC

Account #: 102,611-00

'Doing Business As' Name: WATERTRAX USA INC

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