

CITY OF FAIRFIELD

P.O. NUMBER: SC 10615

SHIP TO: Building Maintenance
1000 Webster Street
Fairfield CA 94533

VENDOR NO: C1084

SCHEDULED
DELIVERY DATE:

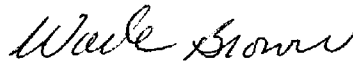
P.O. TYPE: OPEN

VENDOR: WESTERN MACHINERY ELECTRIC
340 A W, CHANNEL RD
BENICIA CA 94510-1160

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 current 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 17/01/18

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.



**Memorandum
Public Works Department**

*SC10015
C1084*

Date: January 9, 2017
To: Wade Brown, Financial Service Manager
From: George Hicks, Public Works Director *GPH*
Subject: Services Agreement with Western Machinery Electric Inc.

Recommended Action

Please establish an open purchase order and sign the attached two-page Services Agreement.

Statement of Issue

The attached documents will facilitate an agreement with Western Machinery Electric Inc. to provide services as needed by the requesting department of the City of Fairfield.

Background

The City's Purchasing Officer has created a series of open purchase orders "Services Agreements" to streamline the binding contract process, such that certificates of liability insurance and endorsements are on file for each vendor. Additionally, the maximum not to exceed unit cost for the purchasing of goods and services is currently \$24,623.00. The Services Agreement allows for the purchases of goods and services to be approved without City Council action.

Discussion

The two-page Services Agreement will establish an agreement with Western Machinery Electric Inc. to provide services as needed by the requesting department of the City of Fairfield.

Fiscal Impact

All services will be funded through the associated project account.

Documents Attached

- Attachment 1: Services Agreement
- Attachment 2: Approved Certificate of Liability Insurance
- Attachment 3: EDD Form
- Attachment 4: Business License

Staff Contact

Michael Allen
Building Maintenance Manager
707-428-7563
mallen@fairfield.ca.gov

CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of 11/9/17, ~~2016~~ and between the City of Fairfield ("the CITY") and Western Machinery Electric Inc. ("SERVICE PROVIDER").

1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work: To provide respective services as needed by the requesting department of the City of Fairfield.

2. PAYMENTS

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified by the proposal.
- 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 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 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. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the SERVICE PROVIDER; products and completed operations of the SERVICE PROVIDER; premises owned, occupied or used by the SERVICE PROVIDER; and automobiles owned, leased, hired or borrowed by the SERVICE PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers
 - e. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
 - f. The minimum limits stated above shall not serve to reduce the SERVICE PROVIDER'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
 - g. **CERTIFICATES OF INSURANCE.** SERVICE PROVIDER shall file with CITY'S Department of Public Works 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.
 - h. SERVICE PROVIDER shall file with the City of Fairfield or the Designee concurrent with the execution of this agreement, a standard endorsement form providing for each of the above requirements.
4. **INDEMNIFY AND HOLD HARMLESS.** To the fullest extent allowed by law, 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

SERVICE PROVIDER'S responsibility for defense and indemnity shall survive termination or completion of this Agreement for the full period of time allowed by law.

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. **CONTRACTORS AND SUBCONTRACTORS.** The SERVICE PROVIDER shall require all contractors and subcontractors to meet the requirements of this Agreement, including the indemnity and insurance requirements, for work performed under this Agreement.

7. 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).
8. 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.
9. 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: _____

Larry Lehto

Business Development Manager

City of Fairfield, a municipal corporation

By: _____

Wade Brown

Finance Services Manager

New: Renewal:

STAPLE HERE

INSURANCE CHECKLIST

CONTRACTOR: Western Machinery Electric Inc. DATE OF CONTRACT: TBD P.O. # TBD
 DEPARTMENT: Public Works Building Maintenance STAFF PERSON & TELEPHONE NO: Anita Horwath x7485
 DESCRIBE PROJECT / WORK: Generator Repair as needed for City of Fairfield

| 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 | Landmark American Insurance Co. A+ / XIV | LHA138720 | 2/24/2017 | \$1,000,000 ea. occ. \$2,000,000 gen. aggr. | | x | |
| x | Auto Liability | Titan Indemnity A / XV | 8921174 | 2/24/2017 | \$1,000,000 | | x | |
| | Excessive Liability | RSUI Indemnity Co. A+ / XIV | NHA239693 | 2/24/2017 | \$4,000,000 | | | |
| x | Workers' Compensation | Wesco Insurance Co. A / XIV | WWC3237715 | 12/1/2017 | \$1,000,000 | | | |
| | Rented / Leased Equipment | Financial Pacific Insurance Co. A / X | 60443092 | 2/24/2017 | \$100,000 limit | | | |
| | Professional Liability | | | | | | | |

APPROVED: Betty-Lou Woodhall DATE: December 12, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

| | | | |
|--|--|--|--|
| PRODUCER West Insurance Brokers, Inc. 5250 Elvas Ave Sacramento, CA 95819 www.westinsurancebrokers.com CA License #OJO5875 | | CONTACT NAME: David Wood PHONE (A/C, No, Ext): 916-287-9995 FAX (A/C, No): 916-389-7911 E-MAIL ADDRESS: david@westinsurancebrokers.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Landmark American Insurance Company <i>A/XIV</i> NAIC # 33138 | |
| | | INSURER B: | |
| | | INSURER C: RSUI Indemnity Company <i>A/XIV</i> 22314 | |
| | | INSURER D: Wesco Insurance Company <i>A/XIV</i> 25011 | |
| | | INSURER E: Financial Pacific Insurance Company <i>A/X</i> 31453 | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 33006897 **REVISION NUMBER:**

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|--------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | <input checked="" type="checkbox"/> | | LHA138720 | 2/24/2016 | 2/24/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | NHA239693 | 2/24/2016 | 2/24/2017 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> | <input type="checkbox"/> | WWC3237715 | 12/1/2016 | 12/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Rented/Leased Equipment | | | 60443092 | 2/24/2016 | 2/24/2017 | Leased, Rented, Borrowed Equipment Limit \$100,000 - Deductible \$1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The CITY, its officers, agents, employees and volunteers shall be named as additional insureds for General Liability. The policy shall operate as primary insurance, no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder. Coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. A ten (10) day notice is required for cancellation due to non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Fairfield, Public Works
 1000 Webster Street
 Fairfield CA 94533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Wood

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ACORD 25 (2016/03)

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This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

| SCHEDULE | |
|--|--|
| Name of Person or Organization: | Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy. |

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".
- B.** If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective
forms part of Policy Number LHA138720
issued to Western Machinery Electric
by

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|--|
| ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

| <u>SUBJECT</u> | <u>PAGE</u> |
|---|-------------|
| AGGREGATE LIMITS OF INSURANCE | 3 |
| AMENDMENT OF INSURED CONTRACT DEFINITION | 4 |
| BLANKET ADDITIONAL INSURED (OWNERS, CONTRACTORS OR LESSORS) | 2 |
| BODILY INJURY | 4 |
| BROADENED COVERAGE FOR DAMAGE TO PREMISES RENTED TO YOU | 2 |
| DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT | 4 |
| INCIDENTAL MEDICAL MALPRACTICE | 2 |
| MOBILE EQUIPMENT | 2 |
| NEWLY FORMED OR ACQUIRED ORGANIZATIONS | 3 |
| PERSONAL AND ADVERTISING INJURY | 4 |
| SUPPLEMENTARY PAYMENTS | 2 |
| Bail Bonds | |
| Loss Of Earnings | |

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Section II - Liability is amended as follows:

I. SUPPLEMENTARY PAYMENTS

Paragraph f.(1)(b) of A Coverages is replaced by the following;

- (b) Up to \$3000 for cost of bail bond required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish the bonds.

Paragraph 1.f.(1)(d) of A Coverages is replaced by the following;

- (d) All reasonable expenses incurred by the insured at our request to assist us in the Investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

II. BROADENED COVERAGE FOR DAMAGE TO PREMISES RENTED TO YOU

With respect to the coverage provided under this endorsement, **Section II - Liability** is amended as follows:

- 1. The final paragraph of **B.1. Exclusions - Applicable To Business Liability Coverage** is deleted and replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n. and o.** do not apply to "property damage".

- 2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is deleted and replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declaration.

- 3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** is deleted.

III. INCIDENTAL MEDICAL MALPRACTICE

Exclusion **1.j.(4)** does not apply to Incidental Medical Malpractice Injury coverage.

The following is added to **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

- 23. "**Incidental Medical Malpractice Injury**" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- 1. expenses incurred by the insured for first- aid to others at the time of an accident and the **Duties in the Event of Occurrence, Claim or Suit** Condition is amended accordingly;
- 2. any insured engaged in the business or occupation of providing any of the services described under **a. and b.** above;
- 3. injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a. and b.** above.

IV. MOBILE EQUIPMENT

- 1. Section **C. Who is An Insured** is amended to include any person driving "mobile equipment" with your permission.

V. BLANKET ADDITIONAL INSURED (OWNERS, CONTRACTORS OR LESSORS)

- 1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
 - a. currently in effect or becoming effective during the term of this policy; and
 - b. executed prior to the "bodily injury", "property damage", "personal and advertising injury".



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2. The insurance provided the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy;
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.
 - c. The insurance provided the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury"; or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - (a) The preparing, approving maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
 - (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

VI. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

The following is added to C. Who Is An Insured:

3. Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However,
 - a. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
 - b. Coverages A. Paragraph 1. Business Liability, does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - (2) "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you; and
 - c. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

VII. AGGREGATE LIMITS

The following is added to Aggregate Limits Paragraph 4. of D. Liability and Medical Expenses Limits of Insurance:

The Aggregate Limits apply separately to each of "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

VIII. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. The requirement in E. Liability And Medical Expenses General Conditions paragraph 2.a. that you must see to it that we are notified of an "occurrence" or offense which may result in a claim applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
2. The requirements in E. Liability And Medical Expenses General Conditions paragraph 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

IX. BODILY INJURY

Paragraph 3. of F. Liability And Medical Expenses Definitions is replaced by the following:

3. "Bodily Injury" means:
 - a. Bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

X. AMENDMENT OF INSURED CONTRACT DEFINITION

Paragraph 9. of F. Liability And Medical Expenses Definitions is replaced by the following:

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

XI. PERSONAL AND ADVERTISING INJURY

Paragraph 14. b. of F. Liability And Medical Expenses Definitions is replaced by the following:

- b. Malicious prosecution or abuse of process.



5679069

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270

of 164

135



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Phone: (707) 469-6776 Fax: (707) 469-8072

ECLIPSE MARKETING & INSURANCE SERVICES
P O BOX 6480
VACAVILLE CA 95696

CONTACT NAME: **Eclipse Marketing & Insurance Services**PHONE (A/C, No, Ext): **(707) 469-6776**FAX (A/C, No): **(707) 469-8072**

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **Titan Indemnity Co.** *A/XV*

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
WESTERN MACHINERY ELECTRIC, INC.
340 A WEST CHANNEL ROAD
BENICIA CA 94510

COVERAGES

CERTIFICATE NUMBER: 73876

REVISION NUMBER:

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR/ WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|-----------|----------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 8921174 | 02/24/16 | 02/24/17 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Fairfield, Public Works, its officers, officials, employees and volunteers are named as additional insured per policy wording.

CERTIFICATE HOLDER**CANCELLATION**

The City of Fairfield, Public Works,
1000 Webster Street,
Fairfield, CA 94533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alison Chandler

Alison Chandler

Attention:

ACORD 25 (2014/01)

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The ACORD name and logo are registered marks of ACORD



Nationwide
is on your side

Underwritten by Victoria Select Insurance Company
22901 Millcreek Blvd, Cleveland, OH 44122-5728
1-800-888-8424

POLICY NUMBER
8921174

POLICY PERIOD: 02/24/2016 **TO:** 02/24/2017

NAME OF ADDITIONAL INSURED
THE CITY OF FAIRFIELD PUBLIC WORKS
1000 WEBSTER ST
FAIRFIELD, CA 94533 -0

NAMED INSURED AND MAILING ADDRESS
WESTERN MACHINERY ELECTRIC, INC
340-A WEST CHANNEL RD
BENICIA, CA 94510

This endorsement changes the policy effective on the inception date of policy unless another date is indicated below:

| | | | |
|------------------------------|------------|-------------------------|------------------------|
| ENDORSEMENT EFFECTIVE | 11/30/2016 | COUNTERSIGNED BY | AGENT OF RECORD |
|------------------------------|------------|-------------------------|------------------------|

12:01 AM Standard time at the Named Insured's Mailing Address

(Authorized Representative)

ADDITIONAL INSURED ENDORSEMENT

The person or organization named below is a person **insured** with respect to such liability coverage as is afforded by the policy but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this agreement will be primary for any power unit specifically described on the **declarations page**.

The additional **insured** is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, if applicable, shall be paid to **you**. You are authorized to act for the additional **insured** in all matters pertaining to this insurance. **We** will mail the additional **insured** notice of any cancellation of this policy. If the cancellation is by **us**, **we** will give appropriate notice to the additional **insured**.

Name of Person or Organization:
THE CITY OF FAIRFIELD PUBLIC WORKS
1000 WEBSTER ST
FAIRFIELD, CA 94533 -0

This premium associated with this endorsement will be retained by us regardless of any early termination of this endorsement or the policy.

SIGNATURE OF AUTHORIZED REPRESENTATIVE X

Date: 11/30/2016 **TIME:** 2:05 PM



TITAN INDEMNITY COMPANY
 22901 Millcreek Blvd. Cleveland, Ohio 44122-5728
 1-800-888-8424

POLICY NUMBER 8921174

POLICY PERIOD 2/24/2016 TO 2/24/2017

NAME OF ADDITIONAL INSURED

THE CITY OF FAIRFIELD PUBLIC WORKS
 1000 WEBSTER ST
 FAIRFIELD CA 94533

NAMED INSURED AND MAILING ADDRESS

WESTERN MACHINERY ELECTRIC, INC
 340-A WEST CHANNEL RD
 BENICIA CA 94510

This endorsement changes the policy effective on the inception date of policy unless another date is indicated below:

| | | | |
|--|------------|-----------------------------|--|
| ENDORSEMENT EFFECTIVE | 11/30/2016 | COUNTERSIGNED BY | |
| 12:01AM Standard Time at the Named Insured's Mailing Address | | (Authorized Representative) | |

ADDITIONAL INSURED ENDORSEMENT

The person or organization named below is a person **insured** with respect to such liability coverage as is afforded by the policy but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this agreement will be primary for any power unit specifically described on the **declarations page**.

The additional **insured** is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, if applicable, shall be paid to **you**. You are authorized to act for the additional **insured** in all matters pertaining to this insurance. **We** will mail the additional **insured** notice of any cancellation of this policy. If the cancellation is by **us**, **we** will give appropriate notice to the additional **insured**.

Name of Person or Organization:

THE CITY OF FAIRFIELD PUBLIC WORKS

This premium associated with this endorsement will be retained by us regardless of any early termination of this endorsement or the policy.

SIGNATURE OF AUTHORIZED REPRESENTATIVE X _____ Date: _____ TIME: _____ AM
 PM

FORM NUMBER
 AA59CVC5350610

04436000120017

EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

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

Department/Division: _____ 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, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you 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 | WESTERN MACHINERY ELECTRIC |
| ADDRESS | 340 A W. CHANNEL RD. |
| CITY, STATE, ZIP | BENICIA CA 94510 |
| PHONE NUMBER | 800 454 0125 |

Box 2

| ✓ BOX | TYPE OF BUSINESS | SSN/TIN | SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER |
|-------------------------------------|-------------------------------|----------|---|
| <input type="checkbox"/> | SOLE PROPRIETORSHIP | SSN only | Name is box 1 must match SSN |
| <input type="checkbox"/> | PARTNERSHIP | TIN | |
| <input type="checkbox"/> | LIMITED LIABILITY PARTNERSHIP | TIN | |
| <input checked="" type="checkbox"/> | CORPORATION | TIN | 68-0235979 |
| <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

BUSINESS LICENSE**2016****CITY OF FAIRFIELD****Business License Office**1000 Webster Street • Fairfield, CA 94533-4883
(707) 428-7461

THE CITY OF FAIRFIELD MUNICIPAL CODE REQUIRES ALL BUSINESSES TO PAY A BUSINESS TAX. ALL BUSINESSES ARE REQUIRED TO COMPLY WITH ALL CITY CODES. THIS LICENSE IS ISSUED WITHOUT VERIFICATION THE LICENSEE IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA.

BUSINESS LICENSE NO.
16001072

Business Name: Western Machinery Electric
Business Location: 340 W Channel Rd A
BENICIA, CA 94510-1160
Corporate or
Owner Name (s): Western Machinery Electric
Len Horewitz

Issued Date: 11/15/2016
Expiration Date: 12/31/2016

Business Type: 029
Description: Contractor- Specialty

WESTERN MACHINERY ELECTRIC
340 W CHANNEL RD A
BENICIA, CA 94510-1160

TO BE DISPLAYED AT YOUR PLACE OF BUSINESS

POST IN A CONSPICUOUS PLACE • NOT TRANSFERABLE

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
WESTERN MACHINERY ELECTRIC, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
340 A WEST CHANNEL RD.

City, state, and ZIP code
BENICIA CA 94510

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. 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

| | | | | | | | | | |
|--|--|--|---|--|--|---|--|--|--|
| | | | - | | | - | | | |
|--|--|--|---|--|--|---|--|--|--|

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

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 6 | 8 | - | 0 | 2 | 3 | 5 | 9 | 7 | 9 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.