CITY OF FAIRFIELD

SHIP TO: Waterman Water Treatment Plant 2900 Vista Grande

Fairfield CA 94534-1742

P.O. NUMBER:

SC 10164

VENDOR NO:

A9663

SCHEDULED DELIVERY DATE:

P.O. TYPE:

OPEN

CONFIRMING

VENDOR:

WUNDERLICH-MALEC SYSTEMS

5501 FELTI ROAD MINNETONKA MN 55343

PURCHASE ORDER

UNIT DESCRIPTION OF ITEM LINE QUANTITY UNIT PRICE AMOUNT AND/OR SERVICES ORDERED 1 200,000 EA 1.00 200,000.00 The purchase of goods and services is limited to the currently adjusted maximum unit cost. Please contact the PurchasingOfficer for the currently adjusted maximum. TOTAL: \$200,000.00 TERMS: NET 30

> AUTHORIZED SIGNATURE

> > PURCHASING

06/07/17

DATE

COPIES: WHITE

WHITE

YELLOW GOLDEN GREEN

PINK

VENDOR
PURCHASING
INVENTORY
ENCUMBRANCE
RECEIVING

DEPARTMENT

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

CITY OF FAIRFIELD SERVICES AGREEMENT

52 10164

, 2006, by and between the City of Fairfield ("the CITY") and Wunderlich-Malec Engineering Systems Services THIS AGREEMENT is made at Fairfield, California, as of the ("SERVICE PROVIDER"). A9663 WTP

SCOPE OF SERVICE 1.

SERVICE PROVIDER agrees to perform the following work: Provide and install office furniture in various locations throughout the City at the direction of facility managers. This is to include design services where necessary.

2 PAYMENTS.

- The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified below: Not to exceed the currently adjusted maximum per unit cost for goods and services. This value is annually adjusted upward commiserate with the Consumer's Price Index (CPI). Please contact the Purchasing Officer at (707) 428-7596 for additional information.
- Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit monthly invoices to the requesting City department/division for the same.
- 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 requesting City department/division.

INSURANCE

- 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.
- 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.
- 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.
- CERTIFICATES OF INSURANCE. SERVICE PROVIDER shall file with CITY'S Director of Public Works, c/o Scott Leland, 2900 Vista Grande, Fairfield, CA 94534 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 Public Works, c/o Scott Leland, 2900 Vista Grande, Fairfield, CA 94534 prior to the effective date of such cancellation, or change in coverage.
- SERVICE PROVIDER shall file with the Director of Public Works, c/o Scott Leland, 2900 Vista Grande, Fairfield, CA 94534 concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.
- INDEMNIFY AND HOLD HARMLESS. SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the SERVICE PROVIDER or any person directly or indirectly employed by or acting as agent for SERVICE PROVIDER in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers

It is understood that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve SERVICE PROVIDER from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

LABOR AND WAGE CODE GUIDELINES

- Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards а
- SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing b. 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.
- In accordance with the provision of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- BUSINESS LICENSE. The CONSULTANT shall obtain a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any CONSULTANT until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707/428-
- CANCELLATION. This agreement may be canceled at any time by CITY for its convenience upon written notice to SERVICE PROVIDER: provided, however, that the SERVICE PROVIDER shall be entitled to receive full payment for all services performed and all costs incurred to the date of its receipt of written notice to cease work.
- COMPLETE AGREEMENT/AMENDMENT. This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or changed except by a written agreement signed by both parties.

of Fairfield, a municipal corporation

PUBLIC WORKS DEPARTMENT INTEROFFICE MEMORANDUM

July 3, 2006

To:

Gene Cortright, Director of Public Works

From:

Denise Drumm, Water Treatment Supervisor

Rick Wood, Assistant Director of Public Works/Water

Subject:

Establish "Service Contract" Purchase Order Account for Wunderlich-

Malec Engineering Systems Services 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.

The City's Purchasing Officer has created a new 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 is at this time \$20,279.00. These purchases of goods and services could be approved without City Council action, just as open P.O.s could before.

As part of the plant modernization project, the Waterman Water Treatment Plant needs to provide the operations staff with a console that meets their needs ergonomically while providing an opportunity for security and technology updates. Three bids were obtained from the following companies: Corporate Interior Services, Rep Works, and Wunderlich-Malec Engineering Systems Services. The Waterman Treatment staff chose Wunderlich-Malec Engineering Systems Services based on their experience and expertise with the unique equipment and services required for an operations console.

EDD REPORTING REQUIREMENTS CHECKLIST

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

Please c	omplete the following: (To	be complete by the departme	ent)				
Department:Date of Contract:							
		:s:	•				
amount o	PORTING REQUIREMENTS of \$600 (six hundred dollars) o comply with EDD reporting	or more in any one calendar y	agreement for or makes payment to CONTRACTOR in the year, CONTRACTOR shall provide the following information				
A. V	A. Whether CONTRACTOR 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	f CONTRACTOR is doing buand social security number o	usiness as a sole proprietorsh r federal tax identification num	ip, CONTRACTOR shall provide the full name, address ober of the sole proprietor.				
C. If	f CONTRACTOR is doing bu CONTRACTOR's federal tax	usiness as other than a sole p identification number.	roprietorship, CONTRACTOR shall provide				
******	*********	*********	**************************************				
Dear Con	ntracting Company:						
_ Delow,		ove-mentioned City of Fairfield and provide the information r	Department, you are required to complete box 1 AND box requested:				
BOX 1		·	- 4400.00				
		NAME AND AD					
FULL NA	ME	Wunderlich-Malec Systems 5501 Felt Road					
ADDRES	S	5501 Felt Road					
CITY, ST.	ATE, ZIP	Minneton ka,	innetonka, MN 55343				
BOX 2		AND					
BOX	TYPE OF	BUSINESS	SOCIAL SECURITY NUMBER AND/OR				
	SOLE PROPRIETORSHI		FEDERAL ID NUMBER				
	PARTNERSHIP						
	LIMITED LIABILITY PARTNERSHIP						
×	CORPORATION		41-1823999				

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

LIMITED LIABILITY CORPORATION

OTHER FORM OF ORGANIZATION

NON-PROFIT CORPORATION

INSURANCE/ENDORSEMENT CHECKLIST

Department of Public Works
Water Treatment

Ser	vice	Contract	

INSURED:	Wunderlich-Malec Engineering	INSURANCE PRODUCER:	Horizon Agency, Inc.	
	Wunderlich-Malec Systems, Inc.	_		
ADDRESS:	5501 Feltl Road	ADDRESS:	11000 West 78 th Street #300	
	Minnetonka, MN 55343	-	Eden Prairie, MN 55344	
		_		

Check Box if Req.	Type of Insurance	Insurance Company Policy No.	Exp. Date	Amount of Insurance	Endorse (Check City	
X	General Liability	Hartford Casualty Insurance Company 41UUNEX3880	1/1/07	1,000,000	X	X
X	Auto Liability	Hartford Casualty Insurance Company 41UUNEX3880 – AUTO	1/1/07	1,000,000		х
	Professional Liability					
X	Excess Liability	Hartford Casualty Insurance Company 41RHUER4039	1/1/07	10,000,000		
Á	Workers' Comp.	Twin City Fire 41WBJK7971	1/1/07	1,000,000		

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YES

NO X

FOR FINANCE DEPARTMENT PURPOSES

THE ABOVE INSURANCE/ENDORSEMENT REQUIREMENTS HAVE BEEN REVIEWED AND APPROVED BY:

AUTHORIZED SIGNATURE

DATE

NO

NOTE: * THE ABOVE INSURANCE REQUIREMENTS EXPIRE DURING THE TERM OF THE CONTRACT

YES

STRIBUTION: WHITE - PURCHASING/PAYABLE & AGREEMENT

YELLOW - SUBJECT W/COPY

PINK - INSURANCE FILE WITH ORIG. INSURANCE DOCS

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<u>A</u>	CORD _m	CERTIFIC	CATE OF LIA	BILI	TY INS	SURANC	E	D	PATE (MM/DD/YYYY)
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	(952) 944-2929 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.								
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		rlich-Malec S					ualty Insurance		29424
		Feltl Road					ualty Ins Co	CO	22365
	Minne	tonka, MN 55.	343			win City Fi			22411
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	CLA	MSMADE X OCCUR		ļ			PREMISES (Ea occurence) MED EXP (Any one person)	5	
Ì	X Cont.	racual		-			PERSONAL & ADV INJURY	+-	10,000
							GENERAL AGGREGATE	\$	1,000,000
	GEN'L AGGREC	GATE LIMIT APPLIES PER:						\$	2,000,000
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Citizen of Table 51 12					SHOULD ANY OF	THE ABOVE DESCRIBE	ED POLICIES BE CANCELLED BE	FORE	THE EXPIRATION
City of Fairfield				DATE THEREOF,	THE ISSUING INSURER	WILL MINKEY WELL 3	0	DAYS WRITTEN	
	Attn: Scott Leland					ERTIFICATE HOLDER I	NAMED TO THE LEFT, XXXXX	OPY	XXXXXXXXX
	Director of Public Works					MANUAL MA	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Ueka	CHENERALKECK
					MENTER KONTANTANTANTANTANTANTANTANTANTANTANTANTAN				
						AUTHORIZED REPRESENTATIVE			
CORD	ROJECT #61 25 (2001/08)	1G000				James			PJN
						-	© ACORD COP	RPOF	

CONTRACTOR INSURANCE ENDORSEMENT

This endorsement, effective June 22 , 2006 Policy number 41UUNEX3880
assued to the City of Fairfield by Hartford Casualty Incurance Co
for (list company and project) — Wunderlich's project No. 61G000

ADDITIONAL INSURED

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE CITY OF FAIRFIELD MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION THE CITY MAY HAVE, AND ANY OTHER INSURANCE THE CITY DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE CITY OF FAIRFIELD IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

CITY OF FAIRFIELD
DIRECTOR OF PUBLIC WORKS
c/o SCOTT LELAND
2900 VISTA GRANDE
FAIRFIELD, CA 945343
94533

THIS PARAGRAPH SUPERCEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

SEVERABILITY OF INTEREST

THIS INSURANCE SHALL ACT FOR EACH INSURED AND ADDITIONAL INSURED AS THOUGH A SEPARATE POLICY HAD BEEN WRITTEN FOR EACH. THIS, HOWEVER, WILL NOT ACT TO INCREASE THE LIMIT OF LIABILITY OF THE INSURING COMPANY.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 10 10 93

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless an

Endorsement effective		Policy No.
	12:01 A.M. standard time	41UUNEX3880
Named Insured	Wunderlich-Malec Engineering	Countersigned by

(Authorized Representative)

SCHEDULE

Name of Person or Organization:

City of Fairfield Director of Public Works 2900 Vista Grande Fairfield, CA 94533

(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, but only with respect to liability arising out of your ongoing operations performed for that insured.

City of Fairfield, its officers, employees, volunteers and agents are included as Additional Insureds as respects to work performed by insured for certificate holder. See attached Contractor Insurance Endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement effective	
June 22, 2006 Named Insured Wunderlich-Malec Engineering, Inc.: Wunderlich-Malec Systems, Inc.	Countersigned by (Authorized Representative) James R. Bina

SCHEDULE

Name of Person(s) or Organization(s):

City of Fairfield, it's officers, employees, volunteers and agents

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



Engineering Systems Services

Date

May 2, 2006

Project Name:

City of Fairfield CA, Operations Console

Consulting Engineering:

NA

RFP Number:

NA

Project Location:

Vacaville, CA

Quotation No.:

6106050201

Stuart Hamilton:

Wunderlich-Malec is pleased to offer the following proposal for the City of Fairfield CA, Operations Consol discussed in April. We are proposing a custom built operations console based on the attached sketches and scope of work description. We hope you find this proposal complete and commensurate with all your requirements. Please call me if you have any questions.

Sincerely

Bill Storey

Wunderlich-Malec

925 580-7940

Arizona

California

Colorado

Georgia

Illinois

Maine

Minnesota

New Hampshire

New Mexico

Oregon

Tennessee

Texas

Virginia

California Office 5860 W. Las Positas Blvd #19 Pleasanton, CA 94588 Phone: 925 460-9921 Fax: 925 460-9910



Introduction

City of Fairfield's Waterman Water Treatment Plant is undergoing a plant modernization and expansion project. Separate from the construction effort, the Operations Team has developed a requirement for a new operator's console. The current operations center is to be retrofitted with a modern console/desk that will allow 2-3 operators access to information and PCs.

Space available is limited, and the team has requested Wunderlich-Malec develop a concept for the console based on prior experience. Wunderlich-Malec brings unique engineering talent and expertise to this area, in that we provide SCADA and process automation engineering services to several Water and Wastewater facilities throughout the United States, and can offer assistance well beyond the console requirements. In developing our concept, we are hoping to create an Operations Center that is flexiable and can adapt to the plants modernization and growth.

In addition to assisting with the console design, manufacturing and installation, Wunderlich-Malec's Pleasanton location a premier solution provided for GE Fanuc software and hardware technology. The current SCADA system deployed in the WTP is GE Fanuc Proficy iFIX. Wunderlich-Malec also offers ongoing engineering support and training services for Proficy iFIX and related products, making access to engineering, integration services, and training easy.

Minimal documentation is required on this project. Wunderlich-Malec will provide standard manufacturing drawings and samples for approval as needed. For additional information on Wunderlich-Malec, please refer to our website at www.wmeng.com.

Scope of Work

Wunderlich-Malec proposes the following console for your operations center. The console will be custom manufactured as a "U" shape design, approximately 17' 6" in length, 32" deep. The left and right ends will include a desktop return, with the left end return being approximately 9' 4" from the outer most corner, and the right end return being approximately 7' 6". Both returns are also 32" deep.

The construction materials will be commercial grade laminate surfaces, with final selection of based on customer choice of P/lam countertop with 3/4" wood or vinyl bullnose. Beneath the main console desk, the subcabinet area will house 6-8 CPUs in a swing out door configuration. Internal to the cabinet area, a PVC wire duct will be included for marshalling computer cables. In addition, a horizontal electrical strip will be included for convenient access of PC towers. The cabinet doors are designed that when opened, the PC tower front panel will roughly align with the front desk edge. This allows for ease of access for CD and floppy disk drives. The design surface will be prepared with necessary grommets cut outs for CPU monitor cable passage.

A 12" upper shelf with minimal leg support will be provided for the needed battery charging center. The shelf will be mounted at approximately 54" in height, based on customer field approval. Customer consideration should be given to electrical outlet locations to make best use of this shelf.

In addition to the PC tower storage areas, 2 double and 1 single pair of file drawers will be provided as shown. These will be equipment for standard 8 $\frac{1}{2}$ x 11" hanging file folders. Filing materials are not included.

Delivery and installation to the San Francisco Bay area is included in pricing. Applicable sales tax is not included. Current delivery time is 5-6 weeks ARO unless other arrangements are made



This price is good for corrected , concept as well.

Price Proposal

W-M proposes the above materials and services on a Lump Sum contract basis for \$ 18,400.00. Sales taxes, usage or other applicable local taxes are not included and are in addition to the price proposed.

Progress billing will be required.

- 25% on receipt of order
- 25% on delivery of materials to site
- 50% on completion of installation.

The above services do not include charges for CAD reproducible services, if required. No CAD services were requested or are anticipated.

Changes in scope of work may require revisions to these prices as additional variations in design are indeterminate.

The City of Fairfield is responsible for schedule coordination with other trades and service work, any architectural, electrical, and/or mechanical modifications to the room. The existing structure is assumed to be of sound construction and able to support the load of the proposed console.

The City of Fairfield is responsible for all final finish and repairs to the room after installation of the console. This includes carpet, tile, wall texture, paint, doors, and trim. Minor incidental damage to finish surfaces can occur during installation, but is unlikely. The installation crew will use the utmost care in performing installation.

Summary

Wunderlich-Malec is prepared to start immediately on the above scope of work. Thank you for the opportunity to be of assistance.

Please contact Bill Storey at Wunderlich-Malec with any questions. PH: 925 460-9921 x102

A modified concept that matches that we asked for an men room layart (million cause) will be drawn and residentification bill says this change the current bid on previous page.

