

# CITY OF FAIRFIELD

P.O. NUMBER: SC 10677

SHIP TO: Engineering Division  
1000 Webster Street  
Fairfield CA 94533

VENDOR NO: B8442

SCHEDULED  
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: K A T ELECTRIC SVC INC  
157 RIVERSIDE DR  
BAY POINT CA 94565-3022

## 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 the 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

18/07/31

### 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**

SC 10677  
B8442

Date: July 18, 2018  
To: Wade Brown, Financial Service Manager  
From: Julie B. Lucido, Public Works Director *JBL*  
Subject: Services Agreement with KAT Electric Service, Inc.

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**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 KAT Electric Service, 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 \$26,584.00. 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 KAT Electric Service, 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: W9 Form
- Attachment 5: 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 7/18 2018 by and between the City of Fairfield ("the CITY") and KAT Electric Service, Inc. ("SERVICE PROVIDER").

### 1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work: To provide electrical contractor services and SMART board installation 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](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.

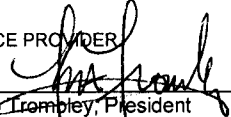
6. CONTRACTORS AND SUBCONTRACTORS. The SERVICE PROVIDER shall require all contractors and subcontractors to meet the requirements of this Agreement, including the indemnity and insurance requirements, for work performed under this Agreement.

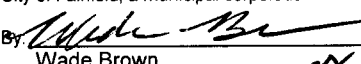

## EXHIBIT A

### SCOPE OF SERVICE

The electrical contractor services will be provided on an as needed basis. The process will consist of the City of Fairfield contacting the SERVICE PROVIDER and requesting services related to an individual project. The SERVICE PROVIDER will then provide a proposal based on the scope of work provided by the City of Fairfield for each individual project. The services will be agreed upon between the City Representative and the SERVICE PROVIDER.

- 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:   
Kip Trombley, President  
KAT Electric Service, Inc.

City of Fairfield, a municipal corporation  
By:   
Wade Brown  
Finance Services Manager 



# CITY OF FAIRFIELD CALIFORNIA

Welcome Megan - [My Account](#) - [Logout](#)

[Inbox](#) [Records](#) [Configuration](#) [Help](#)

## KAT Electric Service, Inc.

Account: 32987

- Edit Account
- Place Hold
- Archive Account
- Request Compliance
- View Audit Trail
- Log Note
- Log Meeting
- Log Call
- Log Email
- Send Email
- Assign Task
- Add Contact

### Dashboard

RISKworks Account Compliance Status: **Compliant**

Number of Active Evaluation(s): 1  
 Total Number of Evaluations: 1  
 Compliant Evaluations: 1  
 Non Compliant Evaluations: 0  
 TBD Evaluations: 0  
 Items Requiring Attention: 0

### Organizational Unit

- City of Fairfield, CA
  - Public Works

### Action Items

There are no pending tasks. Click [here](#) to add one.

### Evaluations

<input type="checkbox"/> Evaluation ID	Agreement Number	Agreement End Date	Compliance Status	Started	Type	Effective Date	Expiration Date	Stage
<input type="checkbox"/> <a href="#">26302</a>			Compliant	6/29/2018	Service Contract	12/28/2017	11/2/2018	

[add](#) [renew](#) [archive](#)

[View Active and Archived Evaluations](#)

### Documents

### Account Information

### Contacts

### History

**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.

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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	KAT ELECTRIC SERVICE, INC
ADDRESS	157 RIVERSIDE DRIVE
CITY, STATE, ZIP	BAY POINT CA 94565
PHONE NUMBER	925-285-5118

**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	
XXX <input checked="" type="checkbox"/>	CORPORATION	TIN	46-0868563
<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**

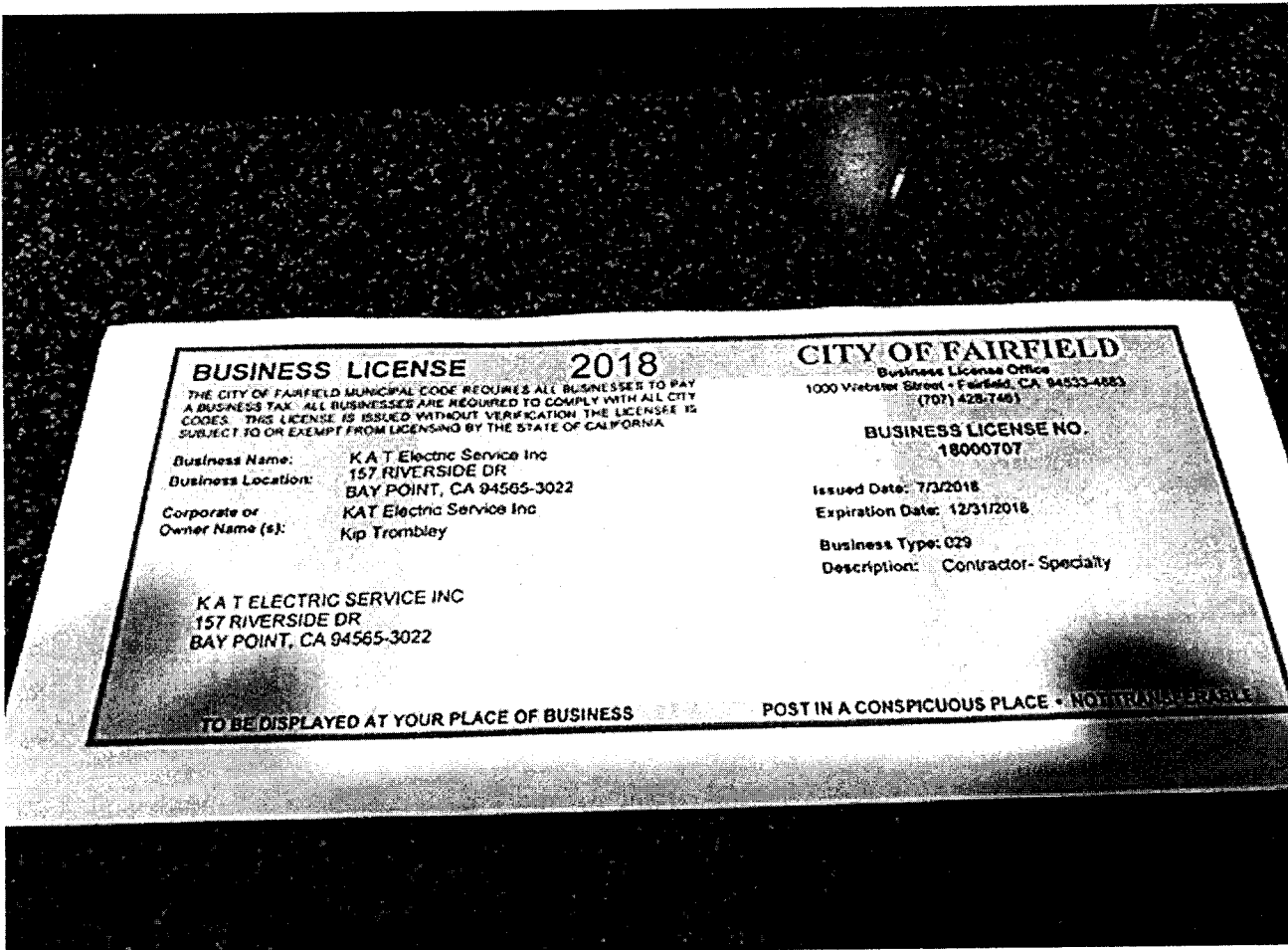




**Keller-Lundberg, Megan**

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**From:** Kip Trombley <kat\_services@yahoo.com>  
**Sent:** Monday, July 16, 2018 7:14 AM  
**To:** Keller-Lundberg, Megan  
**Subject:** Re: RE: Service agreement with City of Fairfield



see attached

THANK YOU,  
**KIP TROMBLEY**  
President | KAT Electric Service, Inc.  
Phone: 925-285-5118

On Friday, July 13, 2018 11:21:38 AM PDT, Keller-Lundberg, Megan <mkellerlundberg@fairfield.ca.gov> wrote:

Debby,

# BUSINESS LICENSE

## 2018

THE CITY OF FAIRFIELD MUNICIPAL CODE REQUIRES ALL BUSINESSSES TO PAY A BUSINESS TAX. ALL BUSINESSSES 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 Name: K A T Electric Service Inc  
157 RIVERSIDE DR  
BAY POINT, CA 94565-3022  
Corporate or Owner Name (s): KAT Electric Service Inc  
Kip Trombley

K A T ELECTRIC SERVICE INC  
157 RIVERSIDE DR  
BAY POINT, CA 94565-3022

# CITY OF FAIRFIELD

Business License Office  
1000 Weddell Street - Fairfield, CA 94533-4883  
(707) 428-7461

BUSINESS LICENSE NO.  
18000707

Issued Date: 7/3/2018  
Expiration Date: 12/31/2018  
Business Type: 029  
Description: Contractor-Specialty

TO BE DISPLAYED AT YOUR PLACE OF BUSINESS

POST IN A CONSPICUOUS PLACE - NOT TO BE REMOVED