

# CITY OF FAIRFIELD

P.O. NUMBER: SC 10595

SHIP TO: Waterman Water Treatment Plant  
2900 Vista Grande  
Fairfield CA 94534-1742

VENDOR NO: B9896

SCHEDULED  
DELIVERY DATE:

P.O. TYPE: OPEN

VENDOR: MAINTENANCE CONNECTION  
1477 DREW AVE STE 103  
DAVIS CA 95618-4881

## 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:

*Wade Brown*

DATE 16/06/13

### 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 10595  
139896

Date: May 18, 2016  
To: George Hicks, Public Works Director  
Via: Felix Riesenberg, Public Works Assistant Director - Utilities  
From: Stuart Hamilton, Water Treatment Supervisor *SH*  
Subject: New Service Contract: Maintenance Connection, Inc.

*FR*

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**Recommended Action**

Review and initial each attached one-page contract, then forward to Wade Brown for his signature.

**Statement of Issue**

Establish a service contract agreement with Maintenance Connection, Inc.

**Discussion**

The City Council approved the purchase of a computerized maintenance management systems (CMMS) provided by Maintenance Connection for the Waterman Treatment Plant. This service contract with Maintenance Connection is to provide for initial program implementation as well as on-going technical assistance as needed, onsite employee training, software upgrades, etc.

The City's Purchasing Officer authorizes 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 \$24,623.

**Fiscal Impact**

Services requested by Water Treatment will be funded through the Water Enterprise Fund.

**Alternative Action**

Not approve contract and seek alternate vendor to meet requirements.

**Documents Attached**

Service Contract (3 copies)

**Staff Contact**

Stuart Hamilton  
(707) 434-6102  
[shamilton@fairfield.ca.gov](mailto:shamilton@fairfield.ca.gov)

**CITY OF FAIRFIELD SERVICES AGREEMENT**

THIS AGREEMENT is made at Fairfield, California, as of 5/11/16 2016, by and between the City of Fairfield ("the CITY") and Maintenance Connection, Inc. ("SERVICE PROVIDER").

**1. SCOPE OF SERVICE**

SERVICE PROVIDER agrees to perform the following work: Provide the maintenance management system, standard setup (configuration, and training), SCADA integration services and implementation services.

**2. PAYMENTS.**

- a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified by the proposals. Not to exceed the currently adjusted maximum per unit cost for goods and services. The 2015/2016 fiscal year adjusted maximum per unit cost is \$24,623, 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.
- b. Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit invoices to the City of Fairfield for the same.
- c. Any additional meetings or work required 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
- 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 policy shall operate as primary insurance, and (2) 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 (1) that the policy shall operate as primary insurance, and (2) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

**4. INDEMNIFY AND HOLD HARMLESS.** SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the SERVICE PROVIDER or any person directly or indirectly employed by or acting as agent for SERVICE PROVIDER in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers

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

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

**5. LABOR AND WAGE CODE GUIDELINES**

- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards
- b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at [http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)) select the appropriate wage decision and then collect the wage decision for Statewide, Northern California and Solano County). A copy of these wage rate determinations are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.
- c. In accordance with the provision of Section 1860 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

**6. BUSINESS LICENSE.** The CONSULTANT shall obtain a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707/428-7509).

**7. CANCELLATION.** This agreement may be canceled at any time by CITY for its convenience upon written notice to SERVICE PROVIDER: provided, however, that the SERVICE PROVIDER shall be entitled to receive full payment for all services performed and all costs incurred to the date of its receipt of written notice to cease work.

**8. COMPLETE AGREEMENT/AMENDMENT.** This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or changed except by a written agreement signed by both parties.

SERVICE PROVIDER

By: Jenna Hermle

City of Fairfield, a municipal corporation

By: [Signature]  
CSMA