



**CITY OF CHICO**  
P.O. BOX 3420 CHICO, CA 95927-3420

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

No. **139729**

1. Date <b>October 10, 2017</b>	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated <u>See Below</u> <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off <b>PWD-O&amp;M/JB/kg</b>
5. <input type="checkbox"/> Annual Master <input checked="" type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached	7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor	

8. DELIVER TO (Point of Delivery Destination) <b>Public Works Department - O&amp;M P.O. Box 3420 Chico, CA 95927 REQUIRED DELIVERY DATE: _____</b>	10. FUND(S) AND ACCOUNT(S) CHARGED:  <b>933-000-8801/50034-933-4150 \$16,681.50 850-000-8801/50181-850-4150 \$16,681.50</b>
9. VENDOR/CLAIMANT (Name and Address) <b>Garland/DBS, Inc. 3800 E. 91st Street Cleveland, OH 44105</b>	PEID NO. _____

**11. ORDER / CLAIM (Subject to conditions in Section 13.)**

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			Office Roof Restoration at the Water Pollution Control Plant pursuant to the attached U.S. Communities Government Purchasing Alliance Master Intergovernmental Cooperative Purchasing Agreement (MICPA) #14-5903 dated 7/22/14 entitled "ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES, and Proposal #25-CA-170651. THIS PURCHASE ORDER AND ALL ATTACHED EXHIBITS A THROUGH F SHALL CONSTITUTE AN AGREEMENT BETWEEN THE CITY OF CHICO AND THE VENDOR WHEN SIGNED BY BOTH PARTIES. AUTHORIZED PURSUANT TO SECTION 3.08.060.B.7 OF THE CHICO MUNICIPAL CODE		\$33,363.00
			WPCP Office Roof Restoration Description (14 Characters)		
Subtotal					\$ 33,363.00
<input type="checkbox"/> Sales Tax					
<input type="checkbox"/> Use Tax					
<b>TOTAL</b> ⇨					<b>\$ 33,363.00</b>

**ATTENTION VENDOR:** Mail your invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

12. Approvals		
A. Claimant (Authorized Signature) <i>Vendor</i> <b>FRANK A. PERCACIANTE - Controller</b>	B. Dept. Head (Authorized Signature) <b>Erik Gustafson PWD-O&amp;M</b>	C. City Manager (Authorized Signature) <b>Mark Orme, City Manager</b>

**13. NOTICE TO VENDOR**

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.

1. Claimant (Section 12A) certifies that upon claimant's personal knowledge the items and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
2. Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from items specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
3. Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
4. Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
5. The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
7. The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.

**CITY OF CHICO - PURCHASE ORDER AGREEMENT**

GARLAND/DBS, INC.  
Vendor

WATER POLLUTION CONTROL PLANT OFFICE ROOF  
RESTORATION  
Title of Services

933-000-8801/50034-933-4150 and 850-000-8801/50181-850-4150  
Budget Account No.

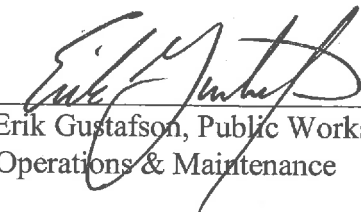
Page two of Purchase Order No. 139729, and Exhibits A-F.

APPROVED AS TO FORM:


  
\_\_\_\_\_  
Vincent C. Ewing, City Attorney\*

\*Pursuant to The Charter of the  
City of Chico, Section 906(D)

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Gustafson, Public Works Director -  
Operations & Maintenance

REVIEWED AS TO CONTENT

  
\_\_\_\_\_  
Scott Dowell, Administrative Services Director\*

\*Reviewed by Finance and Information Systems

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Budget Account No.

**EXHIBIT A**

DESCRIPTION OF SERVICES

Vendor shall provide material, labor, equipment and tools necessary for the Office Roof Restoration at the City of Chico Water Pollution Control Plant located at 4827 Chico River Road, Chico, CA 95928.

Vendor has agreed to provide all materials and services outlined under this Agreement in accordance with the U.S. Communities Governmental Purchasing Alliance Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, Georgia and all related documents, including the Cobb County, Georgia Master Agreement dated 7/22/14 referencing sealed Bid #14-5903 entitled "ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES" issued in March 2014. The Master Agreement, Amendment and Contract Extension letter is attached as Attachment "1" to this Exhibit A.

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EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

I. Scope of Services - Basic

Vendor shall provide all labor, equipment and materials for the Office Roof Restoration at the City of Chico Water Pollution Control Plant located at 4827 Chico River Road.

Scope of Work

- a. Powerwash roof area
- b. Coat with Pyramic @ 4 gallons per square in 2 applications (2+2)
- c. Coat exposed A/C ducting with Pyramic

Vendor shall obtain from the City Building Department a no fee building permit, if applicable, prior to the work on the roof.

Completion Schedule

Vendor shall complete Project within 60 days from the receipt of the City's Notice to Proceed.

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EXHIBIT C

COMPENSATION

Compensation for the services shall be based on actual invoices received. Compensation for the services outlined herein are as listed below. Compensation shall not exceed \$33,363.00.

I.	Water Pollution Control Plant Office Roof Restoration	\$33,363.00
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<b>TOTAL:</b>	<b><u>\$33,363.00</u></b>
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Compensation for additional work beyond the scope of this Agreement or for potential issues that may arise during the construction phase will be based on the unit pricing in the U.S.

Communities Governmental Purchasing Alliance Master Intergovernmental Cooperative Purchasing Agreement (MICPA) and Master Agreement dated 7/22/14 referencing sealed Bid #14-5903 with Cobb County Georgia, and all related documents and the Garland DBS bid response package.

Partial payments to the Vendor shall be made at a rate of 95% of the approved partial payment request for each monthly progress billing. The City will retain 5% of every approved partial payment. The retained amount will be paid to the Vendor no later than (30) days after the filing of a Notice of Completion.

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**EXHIBIT D**

INSURANCE PROVISIONS

Vendor shall provide commercial liability and other insurance, including Builders Risk , for this Project that meets the minimum insurance requirements and limits outlined in Section XI. entitled "Insurance", Sections A through I, starting on page 20 of the Cobb County Georgia Bid # 14-5903 entitled "ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES" dated March 2014.

Vendor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Vendor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Vendor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s). In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

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Budget Account No.

EXHIBIT E

INDEMNIFICATION

Vendor shall hold City, and all of City's officers, employees and agents harmless and free from any and all liabilities arising out of this Agreement and/or the performance by Vendor of the services provided for by this Agreement in accordance with Section XXVI - Indemnification and Hold Harmless on page 28 of the Cobb County Georgia Bid # 14-5903 entitled "ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES" dated March 2014.

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Budget Account No.

EXHIBIT F

SPECIAL PROVISIONS

Vendor shall provide two good and sufficient bonds of a corporate surety authorized to do business in the State of California and having a financial rating in Best's Insurance Guide of at least "B," or in the alternative, an unlicensed surety having an "A" rating in accordance with Section IX - Bid, Pay & Performance Bond on page 20 of the Cobb County Georgia Bid # 14-5903 entitled "ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES" dated March 2014. Each of the said bonds shall be executed in a sum equal to the Agreement price. Bonds must be on an approved form provided and approved by the City.