



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

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

**No. 139876**

1. Date <b>December 5, 2017</b>	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input type="checkbox"/> Per Agreement/Amendment Dated _____ <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/WPCP/kg</b>
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5. <input type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input 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
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8. DELIVER TO (Point of Delivery Destination)  City of Chico 4827 Chico River Rd Chico, CA 95928 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED:  <b>850-000-8801/50181-850-4150</b>
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9. VENDOR/CLAIMANT (Name and Address)  <b>Tap Master, Inc.</b> <b>1647 Willow Pass Rd. # 136</b> <b>Concord, CA 94520-2611</b>	PEID NO. _____
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**11. ORDER / CLAIM (Subject to conditions in Section 13.)**

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			<p>Install two 12" valves through a process called valve insertion on return activated sludge (RAS) wastewater lines at the City of Chico Water Pollution Control Plant.</p> <p>Per Exhibit "C-1" - Amount Not To Exceed: \$27,380.</p> <p>THIS PURCHASE ORDER AND ALL ATTACHED EXHIBITS A THROUGH F SHALL CONSTITUTE AN AGREEMENT BETWEEN THE CITY OF CHICO AND TAP MASTER, INC. WHEN SIGNED BY BOTH PARTIES.</p> <p>AUTHORIZED PURSUANT TO SECTION 3.20.015 OF THE CHICO MUNICIPAL CODE.</p> <p style="text-align: center;"><b>12" Valve Insertion Installation</b></p> <p style="text-align: center;">( _____ ) Description (14 Characters)</p>		
				Subtotal	
				<input type="checkbox"/> Sales Tax	
				<input type="checkbox"/> Use Tax	
				<b>TOTAL</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)  <b>STANLEY McCallister, President</b>	B. Dept. Head (Authorized Signature) 	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.

- 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.
- 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.
- 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.
- 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.
- 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.
- Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
- 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**

TAP MASTER, INC.

Vendor

12" VALVE INSERTION INSTALLATION

Title of Services

850-000-8801/50181-850-4150

Budget Account No.

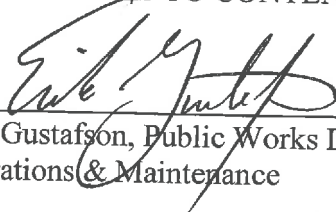
Page two of Purchase Order No. 139876, and Exhibits A-F.

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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EXHIBIT A

DESCRIPTION OF SERVICES

Vendor shall provide all labor, materials and services to install two 12" valves through a process called valve insertion on return activated sludge (RAS) wastewater lines at the City of Chico Water Pollution Control Plant located at 4827 Chico River Road, Chico, CA 95928.

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EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

I. Scope of Services - Basic

Vendor shall provide all labor, materials and services to install two 12" valves through a process called valve insertion on return activated sludge (RAS) wastewater lines at the City of Chico Water Pollution Control Plant located at 4827 Chico River Road, Chico, CA 95928.

Scope of Work

- a. (2) 12" ADS INSTA Valves IV250
- b. (2) 125 PSI immediate pressure tests with air
- c. (2) Bolt on installations

Completion Schedule

Vendor shall complete Project within 30 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 \$27,380.00.

I. Water Pollution Control Plant 12" Valve Insertion Installation: \$27,380.00

**TOTAL:** \$27,380.00

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EXHIBIT D

## INSURANCE PROVISIONS

### General Liability Insurance

Consultant/Contractor/Vendor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, 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.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor/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 Consultant/Contractor/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 Consultant/Contractor/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 and non-contributory 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), and shall be at least as broad as CG 20 01 04 13. 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.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### Automobile Liability Insurance

Consultant/Contractor/Vendor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor/Vendor and provided to City upon request.

#### Subconsultant/Subcontractor/Subvendor Insurance

Consultant/Contractor/Vendor agrees to include with all subconsultants/subcontractors/subvendors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor/subvendor's work. Subconsultant/Subcontractor/Subvendor agrees to be bound to Consultant/Contractor/Vendor and City of Chico in the same manner and to the same extent as Consultant/Contractor/Vendor is bound to City of Chico under the agreement. Subconsultant/Subcontractor/Subvendor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor/Sub-

subvendor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor/Sub-subvendor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor/subvendor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor/Vendor and provided to City upon request.

#### Workers' Compensation Insurance

Consultant/Contractor/Vendor shall, at Consultant/Contractor/Vendor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor/Vendor shall also require all of Consultant/Contractor/Vendor's subconsultants/subcontractors/subvendors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor/Vendor or Consultant/Contractor/Vendor's subconsultants/subcontractors/subvendors to City upon request.

#### Subrogation

Consultant/Contractor/Vendor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor/Vendor or Consultant/Contractor/Vendor's subconsultants/subcontractors/subvendors for City under this Agreement.

#### Indemnity

Consultant/Contractor/Vendor/Subconsultant/Subcontractor/Subvendor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.



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## EXHIBIT E

### INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with Vendor's use of City premises under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Vendor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Vendor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers.

Notwithstanding the above, Vendor's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) shall be limited to the extent caused by Vendor's negligent acts, errors or omissions.

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EXHIBIT F

SPECIAL PROVISIONS

NONE.