

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

EMERGENCY RESPONSE TRAINING INSTITUTE
Architect/Consultant/Engineer

TRACTOR-DRAWN AERIAL TRAINING
Project Title

001-400-5390
Budget Account Number

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**THIS PROFESSIONAL SERVICES AGREEMENT** (Agreement) is entered into on Sept. 25, 2015, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Emergency Response Training Institute, a Washington 501(c) organization, (Consultant).

**SECTION 1 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled "DESCRIPTION OF PROJECT," and to engage Consultant to provide the required professional services relating to the Project.

**SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled "SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE," and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

**SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE**

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such

required additional professional service until City has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

#### **SECTION 4 - COMPENSATION**

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

#### **SECTION 5 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

#### **SECTION 6 - RESPONSIBILITY OF CITY**

To the extent appropriate to the Project contemplated by this Agreement, City shall:

**6.1** Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

**6.2** Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

**6.3** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

**6.4** Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

**6.5** Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

**6.6** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

#### **SECTION 7 - INDEMNIFICATION**

Consultant 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 Consultant of the professional services provided for by this Agreement, excluding therefrom any such liability resulting solely from the active negligence of City or an officer, employee or agent of City. Should City or any of City's officers, employees or agents be named in any suit, or should any claim be made against it or any of them by suit or otherwise arising out of this Agreement and/or the performance by Consultant of the professional services provided for by this Agreement other than a suit or claim resulting solely from the active negligence of City or an officer, employee or agent of City, Consultant shall defend City and City's officers, employees and agents, whether the claim or suit be groundless or not, and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.

Notwithstanding the above, Consultant'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 Consultant's negligent acts, errors or omissions.

#### **SECTION 8 - INSURANCE**

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

#### **SECTION 9 - GENERAL PROVISIONS**

##### **9.1 Access to Records**

Consultant shall maintain all books, records, documents, accounting ledgers, and similar

materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

#### **9.2 Assignment**

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

#### **9.3 Changes to Scope of Services - Basic Professional Services**

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

#### **9.4 Compliance with Laws, Rules, Regulations**

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

#### **9.5 Conflict of Interest Code Applicability**

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

#### **9.6 Exhibits Incorporated**

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

#### **9.7 Independent Contractor**

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as

such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

**9.8 Integration; Amendment**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

**9.9 Jurisdiction**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

**9.10 Notice to Proceed; Progress; Completion**

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

**9.11 Ownership of Documents**

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

**9.12 Subcontracts**

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

**9.13 Term; Termination**

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant

shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

**9.14 Notice**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
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To Consultant: Emergency Response Training Institute  
P.O. Box 94233  
Seattle, WA 98124

**SECTION 10 - SPECIAL PROVISIONS**

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

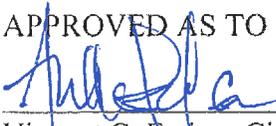
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

  
\_\_\_\_\_  
Mark Orme, City Manager\*

\*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code.

APPROVED AS TO FORM:

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

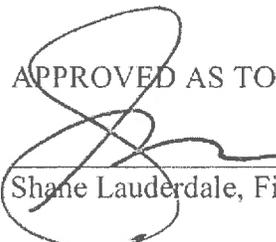
\*Approved pursuant to The Charter of the City of Chico § 906(D).

CONSULTANT:

  
\_\_\_\_\_

By: EDWIN PETERSON  
EXECUTIVE VICE PRESIDENT,  
ERTI Title

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Shane Lauderdale, Fire Chief

REVIEWED AS TO CONTENT:



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Frank Fields, Administrative Services Director\*

\*Reviewed by Risk Management, Human Resources, Finance and Information Systems.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

EMERGENCY RESPONSE TRAINING INSTITUTE

Architect/Consultant/Engineer

TRACTOR-DRAWN AERIAL TRAINING

Project Title

001-400-5390

Budget Account No.

EXHIBIT A

DESCRIPTION OF PROJECT

The Consultant shall provide selected City of Chico firefighters with tractor-drawn aerial training through a four-day program to be conducted in Chico. Through a combination of multi-media classroom instruction and rodeo courses, the formal training program shall identify the principles, concepts, and dynamics of driving and tillering a tractor-drawn aerial vehicle and shall prepare participating staff to overcome the common pitfalls that tractor-drawn aerial operators encounter and to achieve and maintain proficiency.

# CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

## EMERGENCY RESPONSE TRAINING INSTITUTE

Architect/Consultant/Engineer

## TRACTOR-DRAWN AERIAL TRAINING

Project Title

001-400-5390

Budget Account No.

### EXHIBIT B

## SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

### Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

#### **A. Classroom Session**

##### 1. Fundamental Skills

The Consultant shall educate the firefighters on the following:

- a. How to correctly maneuver a tractor-drawn aerial both forward and backwards.
- b. The relationship between the tractor and the trailer and how it is imperative that they work together to be successful.
- c. How to identify the specific responsibilities that are inherent for both driver and tiller operator, and how imperative it is that there is effective team work and communication between them.

##### 2. Elements

The Consultant shall impress upon the firefighters how crucial it is to practice the fundamental skills. Although attentiveness and professionalism are keys to success, a positive attitude and a relaxed approach are equally important during the training.

##### 3. Case Studies

The Consultant shall use dramatic and powerful examples of past and recent accidents to illustrate and reinforce the importance of using the skill sets included in this

training to prevent future accidents from occurring. The firefighters shall be given the opportunity to dissect, explore, and break down the origin and cause of the catastrophic incidents presented as examples.

4. Table-Top Model

During the classroom session the Consultant shall incorporate an interactive table-top model that will allow the firefighters to visualize the concepts while still in a simulated environment. This setting will provide hypothetical scenarios to facilitate group discussion and problem solving. The Consultant shall guide the group, maintain focus on the core objectives, and use the opportunity to evaluate the firefighters' understanding and knowledge of the concepts taught.

5. Terminology

The Consultant shall introduce the firefighters to terminology that will allow all staff training to drive a tractor-drawn aerial to communicate using consistent vocabulary, with new terminology presented as the course moves into advanced skills. Terms that will be discussed include:

- Tillering
- Crabbing
- Tracking
- Trailing
- Over swing
- Over steering
- Chasing
- Pushing
- Correcting back to natural
- Flattening out
- Square off the corner

6. Video

The Consultant shall incorporate dynamic video examples, including the "Raleigh/Seattle Accident Prevention Video" which was developed and produced by the Consultant and uses powerful video angles to demonstrate from both the driver's and tiller operator's perspectives. The videos shall illustrate and reinforce the importance of using the skill sets taught in the class to prevent future accidents from occurring and shall demonstrate both excellent and inferior tractor-drawn aerial essentials.

7. Advanced Techniques

The Consultant shall present the firefighters with new and advanced concepts that shall enhance their skill level and give them the opportunity to challenge their own degree of comfort in these areas.

8. National Fire Protection Association (NFPA) 1002

This training shall address NFPA 1002 standards.

## 9. Learning Objectives

- ✓ Tractor-drawn aerial equipment and history.
- ✓ Consequences of not using equipment properly.
- ✓ Communication between driver and tiller operator.
- ✓ Responsibilities of driver/tiller operator.
- ✓ Maneuvering the tractor-drawn aerial.
- ✓ Trail-over and pivot points on the tractor-drawn aerials.
- ✓ Accident case studies.
- ✓ Advanced backing techniques.

### **B. Rodeo Session**

The Consultant shall provide hands-on training for the firefighters through five manipulative rodeo-driving courses that consist of the following:

- Square Figure Eight
- Serpentine
- Road Course
- Backing-Box
- P-Trap

### **C. Training Days**

The training days shall include the following elements:

#### 1. Day 1

- Classroom session (six hours).
- Rodeo set-up by Consultant with assistance from Fire Department staff on the “drill court” or other locations where driving can take place.

#### 2. Day 2

Train-the-Trainer module on the drill court (ten hours):

- Firefighters shall learn to drive the rodeos with the tractor-drawn aerial.
- The rodeo courses are designed to reinforce the curriculum taught during Day 1.
- Driving the rodeos shall require the firefighters to repetitively steer and maneuver the tractor-drawn aerial safely in a controlled artificial environment, building critical muscle memory.
- The rodeos shall permit the firefighters to gain experience and build confidence.

#### 3. Day 3

Train-the-Trainer module on the road (ten hours):

- The firefighters shall learn how to drive on the road under the Consultant’s guidance.
- Firefighters shall learn how to effectively use what was taught in the classroom and on the drill court and shall apply these principles to the road, allowing them

to practice new skill sets, gain invaluable experience, and improve their technique.

- While on the road, the firefighters shall be learning and building proper techniques to train new students.

#### 4. Day 4

Train-the-Trainer Teach-Back Session (ten hours):

- The Consultant shall teach the firefighters how to instruct students through the rodeos.
- Firefighters shall participate in a teach-back session where the Consultant's instructors shall become the students and the Train-the-Trainer firefighters shall teach the instructors. This component of the training shall verify that the firefighters are able to identify the problems that occur with new students and can properly correct them with appropriate instruction. The teach-back session shall also allow the Consultant to quickly evaluate the firefighters on their effective teaching style, instruction, and understanding of the curriculum.
- The Consultant shall demonstrate how to identify and safely correct common problems that occur while training new staff.
- Firefighters shall be coached on their teaching style and interaction with students.
- As time permits, firefighters shall participate in a teach-back session to instruct students safely on the road. The Consultant's instructors shall become the driver or tiller operator, with firefighters teaching from the officer's seat. The instructors shall mimic driving habits commonly seen with new driver/tiller operators, providing real-life scenarios to help the firefighters build confidence as they experience the challenges of teaching while operating on the streets.

#### Services to be Provided by City

City Fire Department staff will provide the following:

- An area large enough to accommodate the rodeo courses per information provided by the Consultant regarding dimensions and set-up requirements.
- A classroom with audio-visual equipment.
- A tractor-drawn aerial.
- Marking paint.
- Cones and delineators.

#### Completion Schedule

The Consultant shall complete all services outlined herein within a selected four-day period, as agreed upon with City Fire Department staff, after receipt of the City's Notice to Proceed.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

EMERGENCY RESPONSE TRAINING INSTITUTE

Architect/Consultant/Engineer

TRACTOR-DRAWN AERIAL TRAINING

Project Title

001-400-5390

Budget Account No.

EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined herein shall not exceed \$9,578.80 and shall include the services of two instructors, all lodging, travel expenses, and training.

Compensation shall be based upon actual invoice(s) received, with full compensation to be paid upon completion of the training.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

EMERGENCY RESPONSE TRAINING INSTITUTE

Architect/Consultant/Engineer

TRACTOR-DRAWN AERIAL TRAINING

Project Title

001-400-5390

Budget Account No.

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor 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 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 as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by

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an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, 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 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 and provided to City upon request.

#### Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors 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 or Consultant/Contractor's subconsultants/subcontractors to City upon request.

### Subrogation

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

### Indemnity

Consultant/Contractor/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.

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EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

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EXHIBIT F

SPECIAL PROVISIONS

None.



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

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

**No. 138607**

1. Date <b>September 22, 2015</b>	2. Date Check Required <b>Per Agreement</b>	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated <b>9/25/15</b> <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>Fire/SL/AL/kmp</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>City of Chico/Fire Department</b>  REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED: <b>001-400-5390</b>
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9. VENDOR/CLAIMANT (Name and Address) <b>Emergency Response Training Institute</b> <b>P.O. Box 94233</b> <b>Seattle, WA 98124</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
DNA	DNA		TRACTOR-DRAWN AERIAL TRAINING: The Consultant shall be compensated for services rendered per cited Agreement, and such compensation shall not exceed: without prior written authorization of City upon receipt of 30 days advance notice by Consultant.  ENGAGEMENT OF SERVICES AUTHORIZED PURSUANT TO SECTION 3.08.060 OF THE CHICO MUNICIPAL CODE.  PSA (Description (14 Characters))		\$9,578.80
Subtotal					\$9,578.80
<input type="checkbox"/> Sales Tax					-----
<input type="checkbox"/> Use Tax					-----
<b>TOTAL</b> ⇨					<b>\$9,578.80</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. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

**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 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 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.