



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

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

**No. 141867**

1. Date <b>April 5, 2022</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/O&amp;M/BECK</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 P.O. Box 3420 Chico, CA 95927-3420 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED:  <b>338-00-8800/50411-338-4800 \$58,562.86</b>
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9. VENDOR/CLAIMANT (Name and Address) <b>Shaw Industries, Inc.</b> <b>PO Box 208408</b> <b>Dallas, TX 75320-8408</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
			FLOORING REPLACEMENT-POLICE DEPARTMENT LOBBY, BRIEFING, HALLWAYS.	Subtotal:	56,820.29
			Vendor shall provide all services under the PURCHASE ORDER AGREEMENT. Compensation for services per Exhibit C of the Agreement and in an amount not to exceed \$60,000.	Freight:	1,073.89
			THIS PURCHASE ORDER AND ALL ATTACHED EXHIBITS A-F SHALL CONSTITUTE AN AGREEMENT BETWEEN THE CITY OF CHICO AND VENDOR WHEN SIGNED BY BOTH PARTIES.		
			AUTHORIZED PURSUANT TO CMC SECTION 3.08.060 B.7. PRICING PER SOURCEWELL CONTRACT # 080819-SII.		
			FLOORING - PD LOBBY, BRIEF, HALL (Description (14 Characters))		
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.				Subtotal	\$ 57,894.18
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	\$ 668.68
				<b>TOTAL</b> ⇨	<b>\$ 58,562.86</b>

**12. Approvals**

A. Claimant (Authorized Signature) 	B. Dept. Head (Authorized Signature) 	C. City Manager (Authorized Signature) 
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**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**

SHAW INDUSTRIES, INC.

Vendor

FLOORING REPLACEMENT – POLICE DEPARTMENT LOBBY, BRIEFING, HALLWAYS

Title of Services

338-000-8800/50411-338-4800

Budget Account No.

Page two of Purchase Order No. 141867, 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:



Barbara Martin, Deputy Director - Finance

\*Reviewed by Finance and Information Systems

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EXHIBIT A

DESCRIPTION OF SERVICES

Flooring replacement in the City of Chico Police Department, located at 1460 Humboldt Rd,  
Chico CA.

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## EXHIBIT B

### SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

#### Scope of Services - Basic

Vendor shall provide services as follows:

- Contractor shall remove existing carpet.
- Contractor shall dispose of existing carpet.
- Contractor shall demolition existing LVT/VCT flooring.
- Contractor shall dispose of demolished LVT/VCT flooring
- Contractor shall prep floors.
- Contractor shall install vinyl tile using:
  - Patcraft Crossover LL 20 Mil Resilient Plank (Color 00590/Nightfall)
  - Patcraft Resilient Floor Adhesive
  - 4” Cove Base
  - Transitions

#### Services to be Provided by City

Provide access to the Police Department area(s) between the hours of 6:30 a.m. and 3:00 p.m., Monday through Friday, excluding Holidays.

#### Completion Schedule

Vendor shall complete all services within 60 days of receipt of the City’s Notice to Proceed.

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EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined herein shall not exceed \$60,000.00

Compensation shall be based upon actual invoices received and shall be paid upon project completion.

Compensation for Labor Rate includes Prevailing Wage Requirements.

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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 the services provided for by 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'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. 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 (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Vendor's negligent acts, errors or omissions.

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EXHIBIT F

SPECIAL PROVISIONS

None.