



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

ENCUMBERED

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. **142472**

1. Date: **July 14, 2023**

2. Date Check Required: _____

3. Quote Bid Reference Completed and Submitted
 For Agreement/Amendment Dates **See Below**
 Bid Quote Summary Attached
 Sole Source/Vendor Approval Attached
 Rotational Vendor

4. Preparing Dept/Off: **PWD/WPCP/BECK**

5. Annual Master
 Encumber
 Payment Authorization
 Confirming

6. Budgeted (Attach Budget to Actual Report)
 Budgeted
 Supplemental Appropriation No. _____
 Approved Request for Over-Expenditure Attached

7. For Contractor's Retention Only
 Held by City
 Paid to Escrow Agent
 Paid to Contractor

8. DELIVER TO (Point of Delivery Destination)

**City of Chico-PD
1460 Humboldt Road
Chico CA 95928**

REQUIRED DELIVERY DATE: _____

10. FUND(S) AND ACCOUNT(S) CHARGED:

933-000-8801/50034-933-4150 \$42,701.00

9. VENDOR/CLAIMANT (Name and Address)

**ACCO Engineered Systems
9290 Beatty Drive
Sacramento, CA 95826-9702**

PEID NO _____

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

| QUANTITY ORDERED | UNIT | INV. | DESCRIPTION | PRICE PER UNIT | TOTAL PRICE |
|------------------|------|------|---|------------------------------------|-------------|
| | | | <p>New Ductless Split System Replacement - PD Server Room</p> <p>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 \$42,701.</p> <p>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.</p> <p>AUTHORIZED PURSUANT TO CMC SECTION 3.08.060 B.7 PRICING PER SOURCEWELL CONTRACT# CA-R9-HVACO2-12301-AES</p> <p>Split System Replacement - PD (..... Description (14 Characters)))</p> | | |
| | | | | Subtotal | |
| | | | | <input type="checkbox"/> Sales Tax | |
| | | | | <input type="checkbox"/> Use Tax | |
| | | | | TOTAL ⇨ | |

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) Mark Sorensen
Mark Sorensen (Jul 20, 2023 09:43 PDT)

13. CERTIFICATION (Does not apply to Claim)

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREIN CONSTITUTES VENDOR/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 only with approval from the department for items received. Services must be rendered within 30 days of receipt of invoice or as specified by contract.
- The City Manager reserves the right to cancel any or all items as authorized by the following: Late arrivals in Section 9, above, which are either extra or vendor liability to comply with requirements are 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

ACCO ENGINEERED SYSTEMS
Vendor

NEW DUCTLESS SPLIT SYSTEM FOR POLIC DEPARTMENT
Title of Services

933-000-8801/50034-933-4800
Budget Account No.

Page two of Purchase Order No. 142472, and Exhibits A-F.

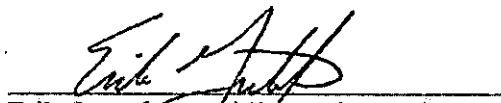
APPROVED AS TO FORM:



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

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

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ACCO ENGINEERED SYSTEMS

Vendor

NEW DUCTLESS SPLIT SYSTEM FOR POLIC DEPARTMENT

Title of Services

933-000-8801/50034-933-4800

Budget Account No.

EXHIBIT A

DESCRIPTION OF SERVICES

Vendor shall provide labor, materials and equipment for the Split System Replacement at the City of Chico Police Department, 1460 Humboldt Road, Chico CA 95928. This replacement consists of two (2) new 3-ton ductless split system units. .

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EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Services - Basic

Vendor shall provide services as follows:

- Provide LOTO (Lock Out Tag Out) of the utilities.
- Furnish and install two (2) new Fujitsu 3-ton wall-mounted unit model number: ASU-36RLF/AOU-36RLX
- Install new (50') piping, and low voltage controls
- Provide and install two (2) 208V 1Ø 25A circuits from the main panel to (2) condenser units.
- Provide and install two (2) disconnects, flex connections and terminations.
- Modify the existing panel to make room for three (3) 2-pole breakers.
- Provide and install two (2) 25A 2 pole breakers.
- Provide and install two (2) conduit and wire raceways from the condenser units up into the ceiling space and over to the cooling units.
- Provide and install two (2) disconnects, flex connections and terminations.
- Hole saw penetration and seal the conduit into the ceiling space from the condenser units.
- Reference, label and test power.
- Install two (2) new condensate pump with overflow shut off switch.
- Install condensate drain to proper drainage point as applicable.
- Start-up and verify proper operation.

Assumptions & Exclusions

- ACCO will provide assistance to City with PGE rebate incentive.
- Any additional permits or fees will be billed separately.
- Existing breaker panel has adequate capacity to service the new unit.
- Acoustical engineering and noise reduction provisions, Mechanical, Structural, Electrical & Civil Engineering; project bonding.
- Fire sprinklers, Fire override control, Smoke Detector and monitoring or fire life safety controls.
- Concrete, sheet rock, wood and tile cutting & patching, any sheet rock & concrete work; framing; carpentry; roofing; painting; floors or ceilings, soffits or shafts for ductwork, piping, HVAC units and appliances; roof screens.
- Equipment Order Release & Services are dependent on receipt of PO/Subcontract.
- As limited space, access, and time allotted for the bid preparation, ACCO has made certain design engineering and estimating assumptions for all work prior to final engineering and construction process. Though unanticipated, there may be some changes to the scope of work based on the unknown at this time, pre-existing conditions and system components sizing. Should they arise, a fair and equitable solution will be agreed to between the City and ACCO.
- Any and all items not specified in this scope and not shown on the mentioned above plans.

Services to be Provided by City

Provide access to the Police Department Server Room at 1460 Humboldt Road 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 120 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 **\$42,701.00** without prior written approval from the City.

Compensation shall be based upon actual invoice(s) received and shall be paid upon project completion and City approval of work.

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.

For All Required Insurance

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, the City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Contractor or deducted from sums due the City, at the City's option.

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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.