

**CITY OF CHICO**

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

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**No. 142062**

1. Date July 28, 2022		2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" 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 PWD/WPCP/MB
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 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
6. DELIVER TO (Point of Delivery Destination) City of Chico-WPCP 4827 Chico River Rd Chico, CA 95928 REQUIRED DELIVERY DATE: _____			10. FUND(S) AND ACCOUNT(S) CHARGED:	
9. VENDOR/CLAIMANT (Name and Address) Bay City Boiler 23312 Cabot Blvd. Hayward, CA 94545			PEID NO. _____ 850-670-7413	

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

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			Walker Process Heater Weld Repair at WPCP.		
			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 \$25,000.00.		
			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 3.20.012.		
			Invoice# _____ Date: _____		
			(Weld Repair)		
			(Description (14 Characters))		
				Subtotal	
				<input type="checkbox"/> Sales Tax	
				<input type="checkbox"/> Use Tax	
				TOTAL ➡	

ATTENTION VENDOR: Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR 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/CLAIMANTS 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


BAY CITY BOILER
Vendor

WALKER PROCESS HEATER REPAIR-WPCP
Title of Services

850-670-7413
Budget Account No.

Page two of Purchase Order No. 142062, and Exhibits A-F.

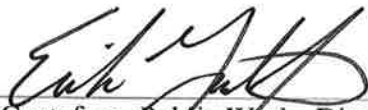
APPROVED AS TO FORM:



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, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - PURCHASE ORDER AGREEMENT

BAY CITY BOILER

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EXHIBIT A

DESCRIPTION OF SERVICES

Grind out the cracked area of the Walker Process Heater and seal weld the affected area with code welder.

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EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Services - Basic

Vendor shall provide services as follows:

- Mobilize and set up equipment at the job site.
- Buff paint around the affected area.
- Liquid penetrant test area to confirm crack or pin hole.
- Grind out cracked area.
- Re-check liquid penetrant to confirm crack or pin hole doesn't travel.
- Seal weld affected area with code welder.
- Check liquid penetrant to confirm weld repair is complete.
- All work will be performed to the ASME and National Board Code under a "R" stamp.
- Complete all the necessary documentation in the R-1 Code Package under the supervision of the authorized inspector.
- Clean up and break down equipment.

Services to be Provided by City:

- Provide access to work area between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding Holidays.
- Have the boiler drained of water prior to vendor's arrival.
- Assist in filling the boiler for hydro test to be witnessed by inspector.

Completion Schedule

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

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EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined herein shall not exceed **\$25,000.00**.

Compensation shall be based upon actual invoices received.

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EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

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.

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

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

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 Vendor and provided to City upon request.

Subconsultant/Subcontractor/Subvendor Insurance

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 Vendor and City of Chico in the same manner and to the same extent as 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 Vendor and provided to City upon request.

Workers' Compensation Insurance

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

Subrogation

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

Indemnity

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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WALKER PROCESS HEATER REPAIR-WPCP

Title of Services

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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.



CITY OF CHICO MEMORANDUM

TO: CITY MANAGER

DATE: JULY 27, 2022

FROM: Monica Bressoud, Admin Specialist

FILE: MEMOS/PUR FILE

RE: ALTERNATIVE PROCEDURE – PUBLIC WORKS PROJECT LESS THAN \$25,000: WALKER PROCESS HEATER REPAIR-WPCP (850-670-7413)

The following information is provided for your review and determination/approval to use the Alternative Procedure for a Public Works project having an estimated value of \$25,000 or less:

1. Project Name: Walker Process Heater Repair
2. Description of Project: Perform a welding repair to the Water Pollution Control Plant's walker process heater.
3. A Funding Summary is attached which provides project cost/funding information.
4. Justification for Use of Alternative Procedure: The boiler system for the Water Treatment Plant is essential to maintain heat within the anaerobic digestion process. This process must maintain a sludge temperature between 90-105 degrees Fahrenheit for proper operation. Boiler#4 needs internal/external welding repairs due to age and corrosion that has occurred over the last several years. It is currently out of service. The Plant has a project to replace the system in 2023 but the current system must function properly before that takes place to get through this Winter. The boiler is very important to maintain proper operational control of the Plant's digestion and solids handling abilities. Therefore, staff is requesting approval of the Alternative Procedure for the Walker Process heater repair.
5. Alternative Procedure Requested to be Used:
 - ☐ Negotiated Contract
 - ☒ Purchase Order Agreement
 - ☐ Force Account
 - ☐ Other: (Describe)

CITY MANAGER DETERMINATION

I have reviewed the above request for use of the Alternative Procedure on the above-described Public Works project having an estimated value of \$25,000 or less and hereby determine as follows:

☒ The Alternative Procedure is approved for use.

☐ The Alternative Procedure is not approved for use, and the formal contract procedure shall be followed, as described in the Purchasing Manual.



City Manager



Date