



PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 140761

1. Date August 1, 2019	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated 8/13/19 <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off DPW/O&M/mb
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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
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8. DELIVER TO (Point of Delivery Destination) City of Chico Public Works Dept - Facilities Division 901 Fir St Chico, CA 95928 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED: 001-601-8800/50420-001-4800 \$178,540.00
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9. VENDOR/CLAIMANT (Name and Address) Johnson Controls, Inc. (JCI) 103 Woodmere Road, Suite 110 Folsom, CA 95630	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>CONDENSER REPLACEMENT AT 411 MAIN ST. Vendor shall provide all services under the PURCHASE ORDER AGREEMENT. Compensation for services per Exhibit C of the Agreement in an amount not to exceed \$178,540.00. All JCI pricing under this Agreement is in accordance with Sourcewell Contract # 030817.</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. AUTHORIZED PURSUANT TO SECTION 3.08.060 OF THE CHICO MUNICIPAL CODE.</p> <p style="text-align: center;">Condenser Unit (_____) Description (14 Characters)</p>		
				Subtotal	\$ 178,540.00
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
				TOTAL ⇨	\$ 178,540.00

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) Brian King, Johnson Controls, Inc.	B. Dept. Head (Authorized Signature) Erik Gustafson, PWD - O&M	C. City Manager (Authorized Signature) Mark Orme, City Manager

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

JOHNSON CONTROLS, INC.

Contractor

CONDENSER REPLACEMENT AT 411 MAIN STREET

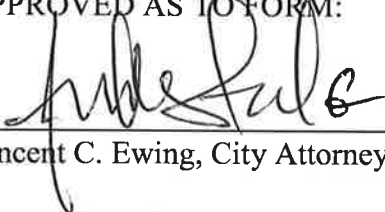
Title of Services

001-601-8800/50420-001-4800

Budget Account No.

Page two of Purchase Order No.140761, 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 Division

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - PURCHASE ORDER AGREEMENT

JOHNSON CONTROLS, INC.

Contractor

CONDENSER REPLACEMENT AT 411 MAIN STREET

Title of Services

001-601-8800/50420-001-4800

Budget Account No.

EXHIBIT A

DESCRIPTION OF SERVICES

Replace existing condenser unit (ACCU-2) and associated evaporator coils in the air handler and provide controller services at the City of Chico building located at 411 Main Street, Chico CA 95928.

CITY OF CHICO - PURCHASE ORDER AGREEMENT

JOHNSON CONTROLS, INC.

Contractor

CONDENSER REPLACEMENT AT 411 MAIN STREET

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Budget Account No.

EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Services - Basic

Contractor shall provide services as follows:

1. Perform mechanical engineering required to provide engineered drawings for permitting and installation.
2. Provide shut down and safe off ACCU-2.
3. Recover and dispose of refrigerant per Environmental Protection Agency requirements.
4. Provide disconnect of electrical, controls (by Shasta Controls), and refrigerant piping.
5. Disconnect and prep evaporator coil for crane pick.
6. Disconnect tie downs and prep unit for crane pick.
7. Perform Saturday morning crane pick per pick plan.
 - a. Mobilize crane.
 - b. Perform safety meeting.
 - c. Remove existing condenser.
 - d. Make required adjustments to platform to accommodate new unit.
 - e. Set new condenser in place.
 - f. Set new evaporator coils in place.
8. Furnish and install new TXV valves on new evaporator.
9. Run new refrigerant lines from the new condenser to the new evaporator.

10. Charge system with Nitrogen to test for leaks.
11. Reconnect electrical and controls (by Shasta Controls).
12. Evacuate refrigerant piping per manufacture recommendations.
13. Charge system to required refrigerant level.
14. Begin pre-startup activities: verify electrical, startup crank case heaters.
15. Provide start-up of newly installed equipment to ensure proper operation.
 - a. Trim charge per manufacture recommendations.
 - b. Adjust TXV's to proper super heat.
16. Provide final inspections with the City's Project Manager (Scott Steedman) and develop punch list and make necessary corrections.
17. Provide all closeout documentation to include:
 - a. Operation and Maintenance Manuals.
 - b. Warranty Documents.
 - c. Permit Drawings.
 - d. Start-Up Reports.

Contractor shall provide equipment as follows:

New Equipment Specs:
Unit: ACCU-2
Make: York
Model: YLUA0078ZE48
Serial: TBD
Tonnage: 80
Voltage: 460 / 3 Phase

Subcontractor (Shasta Controls Company) shall provide controls services as follows:

1. Demo existing FX60 supervisory controller.
2. Supply and install new Facility Explorer FX80 supervisory controller with 125 device licenses and three (3) year software subscription. Software subscription provides all software updates and patches for the subscription period (excluding labor for on-site patchwork). Provide HTML5 user interface for all users.
3. Migrate FX60 database to FX80 and update system graphics as required for new HTML5 interface. Split existing single comm bus into two to improve bus speed and responsiveness. All existing points, control logic and schedules to be migrated.
4. Provide floor plan graphics showing device locations and zone data with hyperlinks.
5. Provide onsite operator training on new system operation.
6. All Shasta Controls Company labor and material warranted for one (1) year from date of project completion. Controls material carries warranty of three (3) years.

Equipment is to be delivered to Maxim Crane at 7512 Pacific Ave, Pleasant Grove, CA 95668 and then transported to the work site at 411 Main Street, Chico CA 95928.

General Agreement Exclusions

1. Any upgrades needed outside the project scope described will be at an additional charge. Potential system upgrades include electrical, structural, controls, pumps, expansion tanks and piping. If any of the above items are determined to be required, Contractor will notify the City immediately and provide pricing.

Services to be Provided by City

Adequate access to project site at 411 Main Street will be provided by City Staff for the duration of the project.

City to provide electronic copy of current floor plan for use as background image.

Completion Schedule

Contractor shall complete all services outlined herein within 90 days of receipt of the City's Notice to Proceed.

The lead time for the condensing unit is 10 weeks. Delivery to the crane yard will take one (1) week. Once delivered, the installation on-site will take one (1) weekend from demo to completion. A weekend is defined as having a start time from Friday after 5:00 p.m. and conclude by Monday morning at 8:00 a.m., with the system being back online and operating at 100% by Monday morning.

CITY OF CHICO - PURCHASE ORDER AGREEMENT

JOHNSON CONTROLS, INC.
Contractor

CONDENSER REPLACEMENT AT 411 MAIN STREET
Title of Services

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Budget Account No.

EXHIBIT C

COMPENSATION

Compensation shall be based upon actual invoices received and shall be paid upon project completion in the amount not to exceed \$178,540.00.

Compensation for Labor Rate includes Prevailing Wage requirements.

Premium time for weekend work is included in the project.

125 device licenses and three (3) year software subscription (includes software updates and patches for the subscription period but, excludes labor for on-site patchwork) are included in the project completion compensation amount above.

Equipment delivery costs are included in the project completion compensation amount above.

Additional Work:

Other services may include upgrades to existing system including electrical, structural, controls, pumps, expansion tanks, piping and on-site patchwork. Contractor shall provide City with a written quote for services that are more extensive than the "Scope of Services" for this project. In addition, any costs for City issued permits for this project, Contractor will invoice the City to request reimbursement.

Total maximum compensation for the services, including additional work shall not exceed \$194,175.00.

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JOHNSON CONTROLS, INC.

Contractor

CONDENSER REPLACEMENT AT 411 MAIN STREET

Title of Services

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Budget Account No.

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.

Completed Operations

Consultant/Contractor/Vendor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event consultant/contractor/vendor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by consultant/contractor/vendor.

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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JOHNSON CONTROLS, INC.

Contractor

CONDENSER REPLACEMENT AT 411 MAIN STREET

Title of Services

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Budget Account No.

EXHIBIT E

INDEMNIFICATION

To the fullest extent permitted by law, Contractor 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 Contractor, 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. Contractor 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.

Contractor'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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Contractor'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 Contractor's negligent acts, errors or omissions.

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EXHIBIT F

SPECIAL PROVISIONS

Contractor will be using Shasta Controls Company as a subcontractor for this project to provide controller services. Contractor will be responsible for ensuring all subcontractor items associated with this contract included in the "Scope of Work" are completed.

See Attachment A for "Site Plan," which includes crane location.

Apprenticeship Standards - In accordance with the provisions of Part 7, Chapter 1, Article 2, Section 1777.5 of the Labor Code of the State of California, the prime contractor shall be responsible for fully complying with the provisions of this Section, as well as any regulations adopted by the Director of Industrial Relations, for all apprenticeable crafts or trades, and shall also assure compliance by his/her sub-contractors with respect to such apprenticeable crafts or trades.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 or Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public works pursuant to Labor Code Section 1725.5. It is not a violation for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the California Business and Professions Code or by Section 10164 or 20103.5 of the California Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

Notice is hereby provided that no contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations (DIR). Notice is also hereby provided that this project is subject to compliance monitoring and enforcement by the DIR.

The prime contractor must post job site notices prescribed by regulation (regulation not created yet; see 8 California Code Regulation Section 16451(d) for the notice that previously was required).

ATTACHMENT A

Site Plan:



1. Mobilize Crane
2. Perform safety meeting.
3. Remove existing condenser.
4. Make required adjustments to platform to accommodate new unit.
5. Set new condenser in place (provided by JCI).
6. Set new evaporator coils in place (provided by JCI),