



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

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

**No. 141274**

1. Date  July 16, 2020	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  BO/BK/rr
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)  
  
City of Chico - Public Works - Engineering  
PO Box 3420  
Chico, CA 95927  
REQUIRED DELIVERY DATE: \_\_\_\_\_

10. FUND(S) AND ACCOUNT(S) CHARGED:  
  
MAJGNC/50337-300-4150 - \$153,772.00  
307-000-8801/16011-307-4150 - \$92,951.52

9. VENDOR/CLAIMANT (Name and Address)  
  
TransCore ITS,LLC  
2940 South 300 West Unit D  
Salt Lake City, UT 84115

PEID NO. \_\_\_\_\_

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

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			<p align="center">CENTRALIZED EMERGENCY VEHICLE PREEMPTION &amp; TRAFFIC MANAGEMENT MAXIMUM COMPENSATION NOT TO EXCEED:</p> <p align="center">This Purchase Order and all Attached Exhibits A through F shall constitute an agreement between the City of Chico and the Vendor when signed by both parties.</p> <p align="center">AUTHORIZED PURSUANT TO SECTION CMC 3.08.060 B.4.</p> <p align="center">EVPS ( _____ Description (14 Characters) _____ )</p>		\$246,723.52
Subtotal					\$ 246,723.52
<input type="checkbox"/> Sales Tax					
<input type="checkbox"/> Use Tax					
<b>TOTAL</b> →					\$ 246,723.52

**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)  Ryan Saville TransCore	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.

- 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**


TRANSCORE ITS, LLC  
Architect/Consultant/Engineer

CENTRAL TRAFFIC MANAGEMENT &  
CENTRALIZED EMERGENCY VEHICLE PREEMPTION  
Project Title

MAJGNC/50337-300-4150 & 307-000-8801/16011-307-4150  
Budget Account Numbers


Page two of Purchase Order No. 141274, and Exhibits A-F.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Andrew L. Jared, City Attorney\*

\*Pursuant to The Charter of the  
City of Chico, Section 906(D)

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brendan Ottoboni, Public Works Director,  
Engineering

REVIEWED AS TO CONTENT:

  
\_\_\_\_\_  
Scott Dowell, Administrative Services Director\*

\*Reviewed by Finance and Information Systems

# **CITY OF CHICO - PURCHASE ORDER AGREEMENT**

TRANSCORE ITS, LLC  
Architect/Consultant/Engineer

CENTRALIZED EMERGENCY VEHICLE  
PREEMPTION & TRAFFIC MANAGEMENT  
Project Title

MAJGNC/50337-300-4150 & 307-000-8801/16011-307-4150  
Budget Account Numbers

## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

The City has been awarded a grant to install an Emergency Vehicle Preemption system for nine intersections along the Esplanade, which is one of the busiest and most congested arterials within the City. Esplanade provides primary access to both Fire and medical facilities. The intend of the project is to maximize the benefits by implementing a software-based solution which includes a Centralized Emergency Vehicle Preemption System and Traffic Management System as a single solution. This implementation will allow a more comprehensive ability to monitor traffic signals and to provide emergency vehicle preemption both of which will have a positive impact on safety in the City. The system deployed will be expandable at other intersections in the future as the communication network expands.

**CITY OF CHICO - PURCHASE ORDER AGREEMENT**

TRANSCORE ITS, LLC  
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PREEMPTION & TRAFFIC MANAGEMENT  
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**EXHIBIT B**

**SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE**

Scope of Services - Basic

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

**TASK 1 ITS SERVICES**

**Task 1.1: TransSuite-** In support of deploying the TransSuite Software:

• **Task 1.1.1: TransSuite Licensing**

Consultant shall provide generous license terms that include a perpetual, non-exclusive, royalty-free, fully paid, license to the Software Modules procured by an agency for Licensee's own operations. There shall be no limit to the number of devices (intersections or CCTV) that can be managed with the software.

Consultant shall execute their standard licensing agreement with the City for the TransSuite TCS and VCS modules.

• **Task 1.1.2: Data Collection**

Consultant shall work with City staff to collect all data required for the System Deployment. This data shall include:

- Intersection information:
  - Intersection ID

- Main Street/Cross Street
- Lat/Long location
- Controller firmware version
- Communication info (IP address, port, channel, communication type)
- Detector information
- Server Information:
  - Server IP and Port information
  - Server names
  - Sever Specs
- ATMS Map Source

**ATMS EXPLORER DIAGRAMS**

Consultant shall create the necessary intersection graphics to be used by the TransSuite ATMS Explorer package for each of the intersections. The intersections graphics shall be based on information provided by the City, including plans of the intersections and signal timing information (phasing, detector layout, etc.). Consultant shall work with the City to determine the desired background images for the intersection graphics (aerial photographs, CAD images). The TransSuite Explorer package is flexible and can support different formats. The decision regarding what to use for this project shall be based on a combination of what information is readily available, such as current CAD files, and user preference for the look and feel of the graphics.

After the background is developed, dynamic icons shall be placed and configured for each intersection. The intersection graphics shall be developed by traffic engineering staff that has experience working with traffic signals and developing graphics for other projects. Using this staff is beneficial because they can properly interpret the information provided on an intersection traffic signal plan and transfer that to the intersection graphics.

• **Task 1.1.3 Documentation**

As part of the project deployment Consultant shall provide system documentation to the city. These documents shall be based on our standard documentation and shall be part of all TransSuite deployments we perform. The documents are:

- Integration and Deployment Plan
- Operations and Maintenance Manual

Integration and Deployment Plan

Consultant shall create an integration and deployment plan for the City of Chico which details the final system configuration that shall be deployed for the city to ensure a smooth system deployment. This plan shall include the following components:

- System Architecture and Configuration Details
- Intersection Configuration Data
- Form of System Graphics

- System Deployment Plan

A draft and final copy of the integration and deployment plan shall be provided city for review and approval.

Operations and Maintenance Plan

Consultant shall create an operations and maintenance manual to provide to the city. This document describes the components and administrative operations of the TransSuite TCS system. This document shall guide the user through the processes of operating and maintaining the TransSuite TCS system. This manual shall be based on a standard format, data shall be updated that will be unique for the Municipality's deployment. The manuals topics include:

- System architecture overview
- Administrative operations (i.e. user privilege management, update procedures and restoring from system backups)
- System shutdown procedures
- Performing System Backups

A draft and final copy of the integration and deployment plan shall be provided city for review and approval.

- **Task 1.1.4 TransSuite Development**

Consultant shall bring necessary TransCore staff to the City to provide installation, integration and testing and initial training of TransSuite System. Each task shall be detailed below. It should be noted that the TransSuite VCS module shall be deployed and tested at minimum two intersections.

Coordination

Consultant shall coordinate the implementation of the Integration and Deployment Plan with the City staff. It is expected that minimum two online meetings will be held with City staff (Traffic and Information Systems Divisions).

System Installation

During this, the TransSuite TCS software shall be installed, the CCS server configured, and the SQL database shall be populated. Final configuration of the software on the servers and ensuring communication has been established amongst all subsystems.

System Integration

Consultant's staff shall configure the TransSuite software to establish communications for each intersection and once-per-second polling is initiated. Staff shall verify communications with the intersections and that proper status information is being received.

Once communications to the intersections is established, Consultant's staff shall populate the database with the local controller information. Consultant shall upload the local database and store this data in the

system database.

As each intersection is brought online, Consultant shall verify the operations of the ATMS Map and Explorer graphics and make any adjustments that shall be necessary based on the actual operations.

#### Testing

Consultant shall develop an Acceptance Test Plan (ATP) which shall be designed to show full operability of the TransSuite software as installed. A draft and final copy of the integration and deployment plan shall be provided city for review and approval.

The test plan shall be executed while Consultant is on-site for system deployment. Testing shall be performed once system deployment has been completed.

#### Initial Training

Once all other installation tasks have been completed, Consultant shall perform an initial training session with City staff. This training session is intended to be primer that allows users working knowledge of the system so they can begin usage immediately. Getting users comfortable with the initial use of the system allows them to use the system and develop a detailed list of questions that shall ensure that the later, more formal training sessions have a much greater impact.

### **Task 1.2 Centralized Emergency Vehicle Preemption**

Consultant shall provide services to implement the Centralized Emergency Preemption (CEVP) subsystem for the City of Chico. The CEVP system shall be a mission critical service that needs to be operating at optimum performance to provide full benefits to the city – performing full testing of the system shall ensure that it is operating correctly.

Consultant shall perform two levels of testing for CEVP and shall assist in the configuration of the required CEVP parameters within TransSuite to operate CEVP at the nine intersections. The testing and configuration services are discussed below:

- **Task 1.2.1 CEVP Data Feed Testing**

The first level test shall be used to verify that the data feed from the City of Chico CAD/AVL system has been developed to the specifications provided by TransCore and is fully compatible with TransSuite. It is intended that this testing shall occur before any full-scale deployment in the City of Chico.

The test shall be performed using test equipment and production ready system interfaces. Consultant shall use TransSuite server environment in Atlanta, configured for CEVP operations. The City of Chico shall establish a connection to this TransSuite environment to send the data feed to TransSuite.

Consultant shall evaluate all the data elements of the provided data feed and run

simulations in the TransSuite software to ensure that the data provided by the City matches the CEVP specifications and shall allow for successful CEVP operations. Consultant shall provide feedback to the city if further modifications are required to the data feed from the city.

The CEVP data feed testing shall be performed on a time and materials basis, as discussed in Exhibit C the Compensation section.

- **Task 1.2.2 TransSuite CEVP Configuration**

Consultant shall assist in the completing configuration of CEVP in TransSuite for operation at the nine intersections. Consultant shall work with the City to collect all the data required for configuration, then configure all parameters in TransSuite. Consultant shall also create the CEVP activation zones for the nine intersections.

- **Task 1.2.3 CEVP Acceptance Testing**

The second level test shall be to verify CEVP is operating correctly in the City of Chico. This test shall be completed once full deployment of the communications equipment, controllers and TransSuite software is complete.

This test shall consist of an acceptance test that shall focus on the TransSuite functionality and shall include end to end testing to verify the receipt of messages from the CAD/AVL System and the processing of the messages and transmitting them down to the controller. Prior to the Acceptance Test Consultant shall prepare an Acceptance Test Plan for the TransSuite functionality.

During this testing, the City of Chico shall assist in testing by having emergency vehicles traverse the route to trigger the CEVP functions at the intersections. This shall ensure that CEVP can be observed in operation in real time.

The CEVP Acceptance testing shall be performed on a time and materials basis.

### **Task 1.3 Training**

Consultant shall provide training for the Traffic Management System based on our standard TransSuite training curriculum augmented by site specific information for the project. Consultant shall provide up 2 training sessions for the City. Five Physical copies and electronic copies of all training materials shall be provided.

The Training Sessions shall be provided after system implementation, based on the schedule requested by the City. Consultant shall allow at least one-month from the initial training provided during the system deployment to allow users sufficient time for using the system and developing more detailed training questions.

In advance of training, Consultant shall request questions from City staff so we can prepare to answer these questions and augment the training courses.



Training shall be conducted at the City facilities. The training shall be provided over 3 consecutive days accommodating up to 5 people. A schedule of the training topics shall be provided, allowing staff to determine with training topics to attend, allowing flexibility in their schedules. The training shall be aimed at three broad categories of users: General Users, System Operator and System Administrators. Consultant shall provide guidance on which user categories should attend specific training topics.

Consultant shall also provide high level training on the communications and network equipment that was installed as part of the project. This training shall be designed so the City Staff can familiarize themselves with the equipment to be able to better maintain and troubleshoot this equipment in the future.

The training shall be performed on a time and materials basis.

#### **Task 1.4 TransSuite and Network Equipment Support**

Consultant shall provide support services for the City for the period of one year. All support services shall be performed remotely by Consultant – the city shall provide remote access (VPN or other service) to Consultant to provide support services.

- **Task 1.4.1 TransSuite Support**

TransSuite support shall provide for on-call support from Consultant staff within defined business hours either via telephone or e-mail, whenever possible. Consultant's staff shall provide support outside of business hours as we understand that client need doesn't conform to a standard business day.

The support services provided by Consultant may span a broad range of services including, technical consulting on system use and features, troubleshooting and diagnosis of problems, software defect correction, software version upgrades (limited to one per year), and assisting with system configuration. Consultant shall install an and all software modifications and/or programs on the Chico system only at times mutually agreeable between both parties.

Consultant shall provide software updates for the current version of the software based on coordination with the City. Not all software releases are required or warranted for all users. Consultant shall advise on any updates that provide necessary fixes or advantageous new features to the city. In the instance that an update resolves fixes to issues Consultant shall provide the update to the City and will not count that as the once per year upgrade.

As part of the system installation and on-going maintenance and support, Consultant shall require the City to install and maintain, for the duration of the Contract, internet access and a Customer VPN account (or alternate method) to access the servers. Using this connection, Consultant's staff shall remotely access and provide necessary support in the timeliest fashion.

- **Task 1.4.2 Network Equipment Support**

Consultant shall provide limited support for the network equipment that shall be installed as part of the project:

- Ubiquiti Radios
- Moxa managed switches
- Moxa managed VDSL Ethernet Extenders

All support for this equipment shall be provided remotely by Consultant's staff. Support shall include assisting the City in troubleshooting communication issues and modifying configuration settings of the hardware.

The City of Chico Staff shall be expected to be the first line of defense for monitoring and maintaining this equipment, Consultant shall act as second level support to assist the City staff.

Consultant shall not be responsible for any on-site support of the equipment in the event that a site visit needs to be made, the City Staff shall visit the site and work with Consultant staff as needed.

### **Task 1.5 Network Equipment**

In support of deploying the communications network for this project Consultant may configure Moxa Switches and VDSL Ethernet Extenders.

- **Task 1.5.1 Configuration**

The switches and VDSL Ethernet Extenders shall be procured by the City and may be shipped to Consultant for programming and configuration as per requirements provided by the City. The switches and VDSL Ethernet Extenders shall then be shipped to Clean Cabling for installation in the field.

### Services to be Provided by City

The following items shall be procured by the City as part of the overall CEVP project.

- Moxa Switches – The City shall procure a quantity of 10 Moxa Switches and 3 VDSL Ethernet Extenders for the project.
- Traffic Signal Controller Hardware – The City shall procure a quantity of 10 2070 Traffic Signal Controllers for the project. The controllers shall be shipped directly to the City. The quantity of 10 includes one spare for future maintenance use.

Controller Hardware should match the specs listed below – McCain hardware is not required – equivalent hardware from another manufacturer is acceptable.

- 10 - McCain 23070LX Controller: 1C module, Linux OS – no controller hardware.

- Communication – As part of the project a communications network to 9 intersections on Esplanade shall be deployed. The network/internet connection shall start at the Fire Station on 5<sup>th</sup> Avenue, connecting to the traffic signal at 5<sup>th</sup> Avenue and span out north and south from there, with 2 intersections to be connected via existing twisted pair. The locations where the communications network shall be installed are:
  - Esplanade and Cohasset
  - Esplanade and 11<sup>th</sup> Avenue
  - Esplanade and 9<sup>th</sup> Avenue
  - Esplanade and 7<sup>th</sup> Avenue
  - Esplanade and 5<sup>th</sup> Avenue
  - Esplanade and 3<sup>rd</sup> Avenue
  - Esplanade and 1<sup>st</sup> Avenue
  - Esplanade and Lincoln Avenue
  - Esplanade and Memorial Way
  - Fire Station

City shall procure the following equipment for the communications network:

- 18 – Ubiquiti Nanostation Hi-power 20 dBm Minimum, 2x2 MIMO AirMax TDMA PoE Station
- 18 – 8x6x4 inch UL Listed Weatherproof Industrial NEMA 4X Enclosure
- 500 feet of Waterproof UV Rated Shielded Cat5E Cable, UL Listed
- 9 – 2 Port Surface Mount Boxes
- 18 – Shielded RJ-45 Modular Connector Plugs
- 1 – Miscellaneous Hardware – Screws, bolts, wire-ties, cable clamps, etc.
- 2 – Articulating 4x4 Boom Lift, 34 ft. Diesel

### Completion Schedule

The Consultant shall complete all services outlined herein within 180 calendar days.

# CITY OF CHICO - PURCHASE ORDER AGREEMENT

TRANSCORE ITS, LLC  
Architect/Consultant/Engineer

CENTRALIZED EMERGENCY VEHICLE  
PREEMPTION & TRAFFIC MANAGEMENT  
Project Title

MAJGNC/50337-300-4150 & 307-000-8801/16011-307-4150  
Budget Account Numbers

## EXHIBIT C

### COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates attached as page C-2. Total maximum compensation for the services outlined herein shall not exceed \$246,723.52.

Compensation shall be based upon actual invoices received.

TransCore Services					
Number	Item	Unit	Quantity	Unit Price	Total Price
1	TransSuite Traffic Control System (TCS) License	lump	1	\$40,000.00	\$40,000.00
2	TransSuite Video Control System (VCS) License	lump	1	\$20,000.00	\$20,000.00
3	Project Management	lump	1	\$24,325.13	\$24,325.13
4	Data Collection	lump	1	\$4,911.49	\$4,911.49
5	Documentation	lump	1	\$10,307.76	\$10,307.76
6	TransSuite Deployment	lump	1	\$17,909.95	\$17,909.95
7	CEVP Configuration	lump	1	\$7,506.08	\$7,506.08
<b>TransCore Services Total Price:</b>					<b>\$124,960.41</b>

TransCore Time and Material Services					
Number	Item	Unit	Quantity	Unit Price	Total
1	CEVP data feed testing	not to exceed	1	\$28,754.36	\$28,754.36
2	CEVP Acceptance Testing	not to exceed	1	\$27,058.58	\$27,058.58
3	Training	not to exceed	1	\$35,950.17	\$35,950.17
4	One-year support	not to exceed	1	\$30,000.00	\$30,000.00
<b>Time and Materials Not to Exceed Price:</b>					<b>\$121,763.11</b>

Labor Category	Hourly Labor Rate
Project Manager	\$200.00
Senior Systems Engineer	\$195.00
Systems Engineer	\$157.00
Systems Programmer	\$135.00
Administrative Assistant	\$85.00

TransCore Total Costs	
	Total Price
<b>TransCore Services Total:</b>	<b>\$124,960.41</b>
<b>Time and Materials Not to Exceed Price:</b>	<b>\$121,763.11</b>
<b>Total:</b>	<b>\$246,723.52</b>

**CITY OF CHICO - PURCHASE ORDER AGREEMENT**

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Architect/Consultant/Engineer

CENTRALIZED EMERGENCY VEHICLE  
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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-subvender to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor/Sub-subvender's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor/subvender 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/subvenders 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/subvenders 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/subvenders for City under this Agreement.

#### Indemnity

Consultant/Contractor/Vendor/Subconsultant/Subcontractor/Subvender'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.

#### Professional Liability Insurance

Consultant/Contractor/Vendor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, 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 providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which 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.



# CITY OF CHICO - PURCHASE ORDER AGREEMENT

TRANSCORE ITS, LLC  
Architect/Consultant/Engineer

CENTRALIZED EMERGENCY VEHICLE  
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Project Title

MAJGNC/50337-300-4150 & 307-000-8801/16011-307-4150  
Budget Account Numbers

## 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.

**CITY OF CHICO - PURCHASE ORDER AGREEMENT**

TRANSCORE ITS, LLC  
Architect/Consultant/Engineer

CENTRALIZED EMERGENCY VEHICLE  
PREEMPTION & TRAFFIC MANAGEMENT  
Project Title

MAJGNC/50337-300-4150 & 307-000-8801/16011-307-4150  
Budget Account Numbers

EXHIBIT F

SPECIAL PROVISIONS

None.