**** CITY OF RIVERSIDE TRANSMISSION COVER SHEET *****

To: Date: 08/25/22
Company: EDWARD S BABCOCK & SONS INC
9999

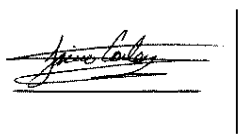
From: Jairo Cortez Fax ID: TGMC0000

Subject: PO # 232444_220825

Please acknowledge PO # 232444 and the terms and conditions by signing the bottom of the following purchase order and fax or email it back to the City of Riverside:

Fax (951) 826-2368 or Email: purchaseorders@riversideca.gov

Thank You



Jairo Cortez

This cover letter has been automatically delivered to you from,
the City of Riverside, Ca. Purchasing Department

City of Riverside

FINANCE DEPARTMENT - PURCHASING DIVISION
3900 MAIN STREET, CITY HALL
RIVERSIDE, CA 92522
951-826-5561
FAX 951-826-5878

PURCHASE ORDER NO.
232444
TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.

DATE: 08/25/22
BUYER: Jairo Cortez

VENDOR: EDWARD S BABCOCK & SONS INC
PO BOX 432
RIVERSIDE, CA 92502-0432

SHIP & BILL TO: CITY OF RIVERSIDE
PU - WATER PROD & OPS
2911 ADAMS STREET
RIVERSIDE, CA 92504

ATTN: ROBIN GLENNEY

Req. #	Vendor #	Ship Via	Freight Terms	FOB
R132617	0000160			

Purch Loc	Source of Quote	Confirmed To	Payment Terms	Del Date
S62000			30	

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
49,500	EA	Emergency PO for Professional Services Agreement FY 22/23 Laboratory Testing and Analytical Services	1.00	49,500.00

6200000 421000 6200006330 42100006 49,500.00

TOTAL 49,500.00

CITY MANAGER (IF REQUIRED)		FINANCE DIRECTOR (IF REQUIRED)		PURCHASING SERVICES MANAGER	
BY		BY		BY	
VENDOR ACKNOWLEDGMENT	DATE	RECEIVED (IN FULL OR AS NOTED)	DATE	APPROVED FOR PAYMENT	DATE
BY		BY		BY	

City of Riverside
Purchasing Division
3900 Main Street
Riverside, CA 92522
951.826.5561 Telephone
951.826.5878 Fax

08/25/2022 11:37:21 AM -0700 City of Riverside

TERMS AND CONDITIONS FOR PURCHASE ORDERS
(FOR GOODS, COMMODITIES, AND SERVICES)

1. PURCHASE OF GOODS & SERVICES. City agrees to purchase, and Vendor agrees to sell, the goods ("Goods") and/or to provide the services ("Services") set forth in (i) the City's Notice Inviting Bids or other written solicitation of bids by the Purchasing Agent ("City's Bid Documents") and (ii) Vendor's Bid in response thereto ("Vendor's Bid"). The City's Bid Documents and the Vendor's Bid shall be referred to collectively as the "Bid Documents." The Goods shall be in compliance with all of the standards and specifications set forth in the Bid Documents, and the Services shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions. In the event of any conflict, the order of precedent shall be as follows: (i) specifications set forth in this Purchase Order; (ii) City's Bid Documents; and (iii) Vendor's Bid. There shall be no substitution of Goods or Services, without the prior written authorization of the Purchasing Agent.

2. DELIVERY DATE. The Goods must be shipped and must arrive at the destination specified on the Purchase Order as "Ship/Bill To" and Services must be provided by the Vendor by the request date specified therein ("Required Delivery Date"). Any failure by the Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Order and the City may cancel any Goods not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Required Delivery Date for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised schedule. If you fail to deliver by the date specified and City has to purchase goods elsewhere, Vendor will be responsible for any costs City has to expend over and above the original purchase price.

3. PURCHASE PRICE. The purchase price for the Goods and Services shall be the amount set forth in this Purchase Order. Vendor represents that the prices quoted to or paid by the City will not exceed current prices charged to any other customer by the Vendor on the Execution Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration, and the Vendor will forthwith refund any amounts paid by the City in excess of the price.

4. CANCELLATION. City, by notifying Vendor in writing, shall have the right to terminate any portion of this Purchase Order prior to the delivery of Goods or at any time during the performance of Services. In the event of such termination, Vendor may submit Vendor's final written statement of the amount of Vendor's Services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and their documents only after delivered to City.

4.1. Other than as stated below, City shall give Vendor thirty (30) days written notice prior to termination, including where the City decides not to pursue or to postpone the Project for which the Goods and/or Services were procured.

4.2. City may terminate this Purchase Order upon fifteen (15) days written notice to Vendor, in the event Vendor substantially fails to perform or materially breaches the Purchase Order terms and conditions.

5. DELIVERY RISK OF LOSS. All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods must remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Services that do not conform to the terms and conditions of this Bid Documents. Any Goods and Services rejected may be returned to the Vendor at the Vendor's risk and expense.

6. INVOICES. An invoice must be mailed to the City at the address specified in the Purchase Order as "Bill To" no later than the 5th day after shipment is made. Individual invoices must be issued for each shipment against each Purchase Order. Invoices must contain the Purchase Order number, description of Goods and Services, unit price, quantities billed, extended totals, and applicable taxes as set forth Section 9 of this Purchase Order.

7. PACKING AND SHIPPING. Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages and shipping orders. Packing lists specifying the quantity, description, and Purchase Order Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

8. PUBLIC WORKS. Public Works shall be performed in accordance with the provisions of the current edition of the Standard Specifications for Public Works Construction ("Greenbook"), unless otherwise specified in the Bid Documents.

9. TAXES. The Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods and Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise set forth in the Purchase Order, the purchase price will be considered to include state and city sales or use tax.

10. WARRANTY. The Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications. The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Services and must ***not*** be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

11. CHANGES. The City has the right, by written notice, to change the quantity or specifications of the Goods and Services ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the City as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedules.

12. BUSINESS TAX. Vendor understands that the Goods or Services provided under this Purchase Order constitutes doing business in the City of Riverside, and Vendor agrees that Vendor will register for an pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code, unless Vendor qualifies for an exemption, and keep such tax certificate current during the term of this Purchase Order.

13. INDEMNITY. Except as to the sole negligence, active negligence or willful misconduct of the City, Vendor shall indemnify, protect, and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arises out of, pertain to, or relate to, or is in any manner connected with the Goods and Services provided pursuant this Purchase Order and/or the performance of work, activities, operations, representations, or duties of Vendor, or anyone employed by or working under Vendor, and from all claims by anyone employed by or working under Vendor for services rendered to Vendor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Vendor or of anyone employed by or working under Vendor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Purchase Order.

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City of Riverside
Purchasing Division
3900 Main Street
Riverside, CA 92522
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14. DUTY TO DEFEND. Vendor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceeds, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any manner connected with: (i) the Goods and Services provided pursuant this Purchase Order; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent related to the Goods and (iv) the work, activities, operations, representations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (v) any breach of this Purchase Order by Vendor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Vendor and shall survive the termination of this Purchase Order.

15. INTERPRETATION. The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.

16. GOVERNING LAW; JURISDICTION. This Purchase Order shall be construed in accordance with and governed by the laws of the State of California. The purchase of Goods shall take place in Riverside, California. For any dispute arising from this Purchase Order, the parties consent to jurisdiction and venue in the Riverside County Superior Court.

17 NONTRANSFERABILITY. The Vendor may not transfer or assign this Purchase Order, without the prior written approval of the Purchasing Agent, which may be withheld in his/her sole discretion.

18. DISCOUNTS. The date used as the basis for discount calculation shall be computed from the date of receipt of invoice, Goods and Services, whichever is later.

19. COMPLIANCE WITH APPLICABLE LAW. Vendor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Vendor, or in any way affect the Goods or Services provided by Vendor pursuant to this Purchase Order. Vendor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Vendor represents and warrants that Vendor has obtained all necessary licenses to provide the Goods or Services and that such licenses are in good standing. Vendor further represents and warrants that the Services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

20. INTEGRATION; AMENDMENT. This Purchase Order represents the entire understanding of the City and the Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified except by Change Order or Addendum to Purchase Order.

21. AUTHORITY. The individuals executing this Purchase Order and the instruments referenced herein on behalf of Vendor each represent and warrant that they have the legal power, right and actual authority to bind Vendor to the terms and conditions hereof and thereof.

22., BREACH OF CONTRACT. City and Vendor are both entitled to seek remedies under the Uniform Commercial Code/California Commercial Code, or California state law for breach of contract under the terms and conditions of this Purchase Order.

23. INSURANCE. Subject to the discretion of the City, Vendor may be required to provide, prior to the performance of Services required by this Purchase Order, the following minimum levels of insurance set forth herein:

Prior to commencing work, the Vendor shall procure and maintain at Vendor's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Vendor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Vendor's bid.

Without in any way affecting the indemnity provided, the Vendor shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

A. Minimum Limits of Insurance.

Vendor shall obtain insurance of the types and in the amounts described below:

1) **Commercial General Liability Insurance**
Vendor shall maintain commercial general liability (CGL) with a limit of not less than $1,000,000 each occurrence/$2,000,000 in the annual aggregate.

2) **Business Auto Liability Insurance**
Vendor shall maintain business auto liability with a limit of not less than $1,000,000 each accident.

3) **Workers' Compensation and Employer's Liability Insurance**
Vendor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of $1,000,000 per accident for bodily injury or disease.

4) **Builder's Risk Insurance (if applicable)**
If services to be provided include construction services, unless otherwise set forth in the Bid Documents, Vendor shall obtain its own builder's risk insurance, at its own expense, on all risks of direct physical loss basis, excluding damage caused by an act of God pursuant to California Public Contract Code § 7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Riverside, the Vendor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Vendor.

Vendor acknowledges that the City retains its own builder's risk policy. In any event, should an event occur that is caused by the negligence or willful misconduct of the Vendor or its agents, employees, subcontractors, hirees or invitees, in which City must make a claim under its builder's risk policy, Vendor shall be responsible for the City's deductible.

5) **Installation Floater** (add or in lieu of Builder's Risk)
If services to be provided under this Purchase Order include construction services, during the term of this Purchase Order, Vendor shall maintain in force, at its own expense, Installation Floater insurance covering Vendor's labor, materials and equipment to be installed for completion of the work performed under this Purchase Order. Coverage shall be against all risks of direct physical loss including theft, but excluding earthquake and flood. The policy is to include the City of Riverside as loss payee. Coverage is to include materials while at the Vendor's yard location, in transit, at any temporary storage location, and while at the jobsite during installation. The limit of the insurance shall be equal to the full amount of the Purchase Order. Vendor shall be responsible for the City's deductible.

6) **Technology Errors & Omissions (if applicable)**
If the goods and/or services to be provided under this Purchase Order include technology goods and/or services, Vendor's technology errors and omissions insurance policy shall cover losses resulting from the Vendor's: (1) technology services, (2) technology products, (3) media content, and (4) network security breaches, including, but not limited to, coverage for extortion threats, crisis management expense, and business interruption, in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. Vendor shall list the City as a certificate holder on Vendor's technology errors and omissions policy.

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Vendor, City may deduct from sums due to the Vendor any premium costs advanced by the City for such insurance.

B. Minimum Scope of Insurance.

1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City of Riverside. At the option of the City of Riverside, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Riverside, its officers, officials, employees, or volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City of Riverside guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions.

(1) General Liability and Vehicle Liability Coverages Only:

(a) City of Riverside, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

(b) For any claims related to this project, the Vendor's insurance coverage shall be primary as respects the City of Riverside, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Riverside, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

(2) All Coverages:

(a) The insurer shall agree to waive all rights of subrogation against the City of Riverside, its officers, officials, employees, and volunteers for losses arising from activities and operations of Vendor in the performance of services under the contract.

(b) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.

(c) If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Purchase Order, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Purchase Order and obtain damages from the Vendor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the

E. Acceptability of Insurers.
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:7 unless otherwise approved by the City.

F. Verification of Coverage.
Vendor shall furnish the City of Riverside with original certificates and amendatory endorsements affecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Riverside or on other than the City of Riverside's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Riverside before work commences. The City of Riverside reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Subcontractors.
Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

24. PREVAILING WAGE. If the services to be provided pursuant to this Purchase Order is a public work as defined in California Labor Code Section 1720, this section shall apply. Vendor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein. Vendors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

Vendor is aware of and stipulates that Vendor will also comply with the following sections of the California Labor Code:

a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
d. Section 1810 providing that eight hours of labor shall be a day's work; and
e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: http://www.dir.ca.gov/PublicWorks/PublicWorks.html.

25. NON-DISCRIMINATION. Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

26. STANDARD OF CARE. While performing the Services, Vendor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Vendor's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

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