

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

To: ALL AMERICAN ASPHALT
JFARLEY@riversideca.gov

Date: 04/04/17

From: David Dewey

Fax ID: AGTH0002

Subject: PO # 173999_170404

Please acknowledge PO # 173999 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

A handwritten signature in black ink, appearing to read 'David Dewey', is written over a horizontal line.

David Dewey

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
951-826-5581
FAX 951-826-5878

PURCHASE ORDER NO.

173999

TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.

DATE: 04/04/17

BUYER: David Dewey

VENDOR: ALL AMERICAN ASPHALT
PO BOX 2229
CORONA, CA 92878-2229

SHIP & BILL TO: CITY OF RIVERSIDE
PU - WATER ENG - JOB SITE
3900 MAIN ST - ORANGE SQUARE
RIVERSIDE, CA 92522

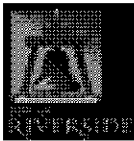
ATTN: Eric, Escobar

Req. # R108103	Vendor # 0013085	Ship Via	Freight Terms	FOB
Purch Loc S62104	Source of Quote	Confirmed To	Payment Terms NET/30	Del Date

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
70,697.5	EA	Furnish and install Emergency Pavement Repairs for the Water Pipeline Leak at the Intersection of Victoria and Lyon Avenues per Plan D5-1724223. ***This project is being undertaken as an Emergency Procurement as declared on April 2, 2017 by the City Manager. Final expenses will be ratified after the fact by the Board of Public Utilitiies.***	1.00	70,697.50
6205000 421000 6205006730 42100006		70,697.50	TOTAL	70,697.50

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

VENDOR - COPY



**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 to provide the services related to the installation or delivery of such goods ("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.
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.** The City reserves the right to cancel any portion of this Purchase Order at any time prior to the delivery of Goods and Services
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 2006 Standard Specifications for Public Works Construction, or as it may be amended by subsequent editions.

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.

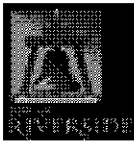
11. **CHANGES.** The City has the right, by written notice, to change the quantity or specifications of the Goods and Services ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the 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 LICENSE.** The Vendor must obtain a City business license, unless the Vendor qualifies for an exemption.

13. **INDEMNITY.** Except as to the sole negligence, active negligence or willful misconduct of the City, Vendor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related 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 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 Agreement.

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 or other legal proceedings which arise out of, or are related 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, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement 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.



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

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 either Riverside Superior Court or the United States District Court for the Central District of California.

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 agrees to comply with all applicable federal, state and local law in connection with the performance of this Purchase Order, including the payment of prevailing wage when required.

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. **INSURANCE.** Subject to the discretion of the Purchasing Services Manager, 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 in Exhibit 1, which is attached hereto and incorporated herein by reference.

EXHIBIT 1 TO TERMS AND CONDITIONS OF PURCHASE ORDERS FOR GOODS AND SERVICES

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.

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) Workers' Compensation and Employer's Liability Coverages.

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.

(3) All Coverages:

- (a) 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.
- (b) If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract 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 Vendor, City may deduct from sums due to the Vendor any premium costs advanced by the City for such insurance.



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- 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's Risk Manager.
- 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.