

## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance. This purchase order for services issued by the Western Municipal Water District of Riverside County ("Western Water") to the Vendor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any additions or different terms in the Vendor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Vendor's performance of any portion of this order shall be considered acceptance by the Vendor of the terms herein.

2. Entire Agreement. Unless Vendor and Western Water have entered into a separate written contract covering the services described herein, the entire contract between the parties consists of this purchase order and the Vendor's acceptance as above stipulated, and said contract shall not be changed or added to except in writing signed by authorized representatives of each party.

3. Compensation. Vendor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

4. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. Western Water shall assist Vendor, as requested, in obtaining and maintaining all permits required of Vendor by Federal, State and local regulatory agencies. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws, if applicable. Vendor shall defend, indemnify and hold Western Water, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

5. Standard of Care. The Vendor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Vendor shall also comply with State and Federal Environmental and Safety Regulations as they apply to the scope of work.

6. Insurance. Vendor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01, naming WMWD as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Waiver of Subrogation: The Worker's Compensation Insurance provider shall agree to waive all rights of subrogation against Western Water, its elected or appointed officers, officials, agents, volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the Named Insured for Western Water; but this provision shall apply regardless of whether or not Western Water has received a waiver of subrogation from the insurer. and D. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by those Vendors transporting hazardous materials. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-:VII" rating according to the latest Best Key Rating unless otherwise approved by Western Water. Vendor shall obtain cyber liability (technology professional liability – errors and omissions) insurance coverage with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The insurance policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. VENDOR SHALL ENSURE THAT THIRD

PARTY SHIPPERS CONTRACTED BY VENDOR HAVE ADEQUATE INSURANCE COVERAGE.

6. Indemnification. The Vendor shall indemnify and hold harmless Western Water, its Board, members of the Board, agents and employees of Western Water from and against any and all claims, liabilities, expenses or damages, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Vendor or a subcontractor for wages or benefits which arise in connection with the performance of the Agreement, except to the extent caused or resulting from the negligence or willful misconduct of Western Water. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to Western Water and Western Water's attorneys' fees incurred in such an action.

7. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

8. Termination. Western Water may terminate or abandon any portion or all of the work for any or no reason by giving 14 days' written notice to Vendor. In such event, Western Water shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the work. Western Water shall pay Vendor the reasonable value as determined by Western Water of any portion of the work completed prior to termination. Western Water shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed work, and shall not be entitled to damages or compensation for termination of work. Vendor may terminate its obligation to provide further work under this Contract upon 30 calendar days' written notice to Western Water only in the event of Western Water's failure to perform in accordance with the terms of this Contract through no fault of Vendor.

9. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than Western Water and the Vendor. The unenforceability, invalidity or illegality of any provision(s) of this Purchase Order shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Vendor shall not assign, sublet, or transfer this Purchase Order or any rights under or interest in this Purchase Order without the written consent of Western Water, which may be withheld for any reason. Vendor is retained as an independent contractor and is not an employee of Western Water. No employee or agent of Vendor shall become an employee of Western Water. This is an integrated agreement/purchase order representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto.

10. Notice of Labor Dispute. Whenever Vendor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, vendor shall immediately notify and submit all relevant information to Western Water.

11. Changes. By written notice, Western Water may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to Western Water by Vendor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Vendor or Western Water shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Vendor from proceeding immediately with the purchase order as changed.

12. Obligations. Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.