

Purchase Order for Services: Terms and Conditions

1. **Acceptance.** By accepting this Purchase Order (PO), Contractor agrees to comply with these terms and conditions. Contractor shall sell and deliver, and Las Virgenes Municipal Water District (the "District") shall purchase the services described ("Services") on this PO. The Services must comply with this PO and the notice inviting bids and information to bidders, (if any).
2. **Scope of Work.** Contractor will perform for District all of the services set forth in detail in attached "Scope of Work" or set forth on the face of this PO. Contractor understands that time is of the essence in this Agreement and agrees to meet all milestones set forth herein.
3. **Compliance with Law.** Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this PO.
4. **Licenses.** Contractor represents and declares to District that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession.
5. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the District.
6. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.
7. **Assignment.** Contractor shall not assign or transfer its interest nor delegate its obligation in this contract without the express written consent of District.
8. **Maintenance of Records.** Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to fees and costs incurred for each assignment and shall make such materials available at its office at all reasonable times for three (3) years from the date of the close of each individual assignment under this Agreement for inspection by District and copies thereof shall be furnished, if requested.
9. **Changes.** District reserves the right to modify this PO upon reasonable notice to Contractor. District, by written order, may delete services to be supplied under this PO, and the PO price will be equitably reduced and the PO shall be modified in writing accordingly.
10. **Inspection and Testing.** All services will be subject to final inspection and approval after performance. Payment for the service will not constitute final acceptance of the work. Contractor at its cost shall correct any service delivered that District designates as nonconforming or insufficient. District's failure to inspect does not relieve Contractor of any responsibility to perform according to the terms of the PO.
11. **Payment.** Payment will be made within 30 days after receipt of a properly prepared invoice or receipt of services, whichever is later. District may withhold 10% of the price until the Services are inspected. District shall pay all applicable sales and use taxes. The District is not responsible for payment for any Services delivered without a valid PO in effect.
12. **Termination.** District may terminate this PO at any time, with or without cause, and such termination shall not constitute default. In the event of partial termination, Contractor is not excused from performance of the non-terminated balance of work under this PO. The District shall pay the Contractor for any portion of the order that is completed prior to termination.
13. **Integration.** This PO constitutes the sole, final, complete, exclusive, and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior and contemporaneous negotiations, representations, and agreements, either oral or written, that may be related to the subject matter of this PO, except those other documents that are expressly referenced in this PO.
14. **Indemnification.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this PO, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall hold harmless, defend at its own expense, and indemnify District, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this PO, excluding, however, such liability, claims, losses, damages, or expenses arising solely from District's active negligence or willful acts. This Indemnity Section of the PO shall survive the termination of this PO and/or the completion of the terms set forth in the PO.
15. **Severability.** If any provision of this PO shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
16. **Waiver.** The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this PO shall not be deemed a waiver with respect to any subsequent default or matter. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any defective, incomplete, or insufficient services or any other breach or default.
17. **Attorneys' Fees.** In any action or proceeding for the purpose of enforcing any provision of this PO, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
18. **Insurance.** Any contractor performing a service on District property or a District job site is required to have insurance. The District's minimum standard insurance requirements are as follows: General Liability with \$1 million per occurrence and \$2 million aggregate, Insured Autos \$1 million, and Worker's Compensation CA State Statutory Requirements. Additional insurance may be required. If so, it will be stated on front of PO or other related contract documents. Insurance certificates and endorsements specifically naming "Las Virgenes Municipal Water District, its officers, employees, and agents" as additional insured are required before any work is performed.
19. **Modifications.** Any modifications or exceptions to these Terms and Conditions will be stated on the front of the PO.