

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.11  
(ID # 17014)

**MEETING DATE:**  
Tuesday, September 14, 2021

**FROM :** ENVIRONMENTAL HEALTH:

**SUBJECT:** ENVIRONMENTAL HEALTH: Ratify the Vector Control Services Agreement No.12-027, between Metropolitan Water District of Southern California (MWD) and the County of Riverside through the Department of Environmental Health for a Term of One Year, from September 1, 2021 to August 31, 2022, with option for two additional years. Districts 1 and 3. [\$5,100 Total Cost - 100% Reimbursement from MWD]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the No. 12-027 Agreement with the Metropolitan Water District of Southern California (MWD) and the County of Riverside through the Department of Environmental Health (COUNTY) for Vector Control Services for the period of (1) one year, from September 1, 2021 to August 31, 2022, with the option for two additional years; and
2. Authorize the Chairperson of the Board to execute the attached Agreement on behalf of the County.

**ACTION:**Policy

*Keith Jones*  
\_\_\_\_\_  
Keith Jones, Director Environmental Health 8/31/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 14, 2021  
xc: Environmental Health

Kecia R. Harper  
Clerk of the Board  
By: *[Signature]*  
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 4,250	\$ 850	\$ 5,100	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% MWD			Budget Adjustment: No	

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METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 BOX 54153, LOS ANGELES, CA 90054-0153

# Purchase Order

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**202933**      **0**      **1**

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES  
 PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER

DATE OF ORDER 12-JUL-2021	BUYER Danny Sandridge
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REVISION DATE	PHONE 213-217-5530
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PAYMENT TERMS N30I	FREIGHT TERMS FOB
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F.O.B. DS	SHIP VIA
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DUPLICATE INVOICES REQUIRED. All Invoices to be mailed to:  
 Attention: Account Payables, P.O. Box 54153, Los Angeles, CA 90054

## SUPPLIER

13753  
 COUNTY OF RIVERSIDE  
 800 S. SANDERSON AVE.  
 SUITE 200  
 HEMET, CA 92545

Attn:  
 Phone: 951-766-9454

## BILL TO

P. O. BOX 54153  
 LOS ANGELES, CA 90054-0153  
 United States

## NOTES TO SUPPLIER

### GO GREEN!

Submit your invoices electronically and save paper and postage costs.  
 Electronic invoices must be submitted in **WORD OR PDF** format.  
 Submit electronic invoices to [AccountsPayableBusiness@mwdh2o.com](mailto:AccountsPayableBusiness@mwdh2o.com)

**If you are unable to submit invoices electronically, mail invoices to:**  
 Attention: Accounts Payables, PO Box 54153, Los Angeles, CA 90054

BLANKET AGREEMENT FOR VECTOR CONTROL FOR DVL & CAJALCO CREEK DETENTION BASIN.

THIS AGREEMENT CANCELS AND SUPERSEDES CONTRACT 182617-02.

### I. RECITALS

This Agreement is between The Metropolitan Water District of Southern California (hereinafter "Metropolitan" or "MWD" or "District" )and Riverside County Department of Environmental Health (hereinafter "County" or "Contractor" ), or collectively, "Parties".

The terms " Agreement" , " Contract" and " Purchase Order" are synonymous and may be used interchangeably.

### II. TERMS

The term for this agreement shall be from 09/01/2021 to 08/31/2022, with the option to extend two (2) additional one-year periods upon MWD' s sole discretion.

These services will be provided in accordance with the terms herein, including Metropolitan' s General Conditions, attached hereto.

### III. GENERAL SCOPE OF WORK

The scope of work will require Contractor to perform vector control services that include: mosquito surveillance, mosquito control advice and assistance, community awareness, abatement projects, complaint response, public presentations, consultations and public education (including flyers and booklets at recreation lakes) on an " as needed" basis for MWD' s Diamond Valley Lake and Cajalco Creek Detention Basin.





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# Purchase Order

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#### IV. SPECIFICATIONS / DESCRIPTION OF WORK

The services will include monitoring and controlling the mosquito population at the various locations identified below. This service specifically coordinates with the Vector Control Services provided through the County of Riverside, Department of Environmental Health.

1) Provide vector control services on an " as needed" basis that include the following:

- a. Mosquito surveillance
- b. Mosquito control
- c. Advice and assistance
- d. Community awareness and abatement projects
- e. Complaint response
- f. Public presentations
- g. Consultations and public education with flyers and booklets

2) Service Locations include:

- a. Diamond Valley Lake, 33752 Newport, Winchester, CA 92596
- b. Cajalco Creek Detention Basin, Riverside, CA

3) Labor to apply materials and check CO2 traps: \$191.00 per hour, Fee Ordinance no. 640

4) Pesticides pricing (to be applied on an as needed basis):

- a. Altosid XR Briquettes = \$4.23 per ounce
- b. Altosid XRG = \$0.57 per ounce
- c. BVA2 oil = \$0.09 per ounce
- d. Teknar SC = \$0.39 per ounce
- e. Vectobac G = \$0.18 per ounce
- f. Vectolex FG = \$0.43 per ounce

\*Pricing may fluctuate depending on market value of pesticide and/or availability

\*\*The above pesticides have been approved by MWD Pesticide Coordinator

#### V. REPORTING



METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 BOX 54153, LOS ANGELES, CA 90054-0153

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Copies of the treatment/application use report shall be submitted to the Contract Administrator following each application; and an additional copy shall be sent to the Metropolitan Pest Control Advisor as a condition of payment. Contact information shall be provided by Contract Administrator.

### VI. APPLICATION METHOD

The contractor is given some flexibility in selecting the equipment to be used in making the application, with the following exceptions:

- All application will cease when sustained wind speeds exceed 10 mph.
- Application should not be made if rain is expected within 24 hours after the application.

### VII. LICENSING REQUIREMENTS

Contractor must possess a valid Pest Control Operator License to perform the pesticide application services required and be knowledgeable of the laws, regulations, and safe work practices involved in pesticide application.

Contractor shall possess a C-27 license and shall furnish personnel who are thoroughly familiar with grounds maintenance procedures and applications in order to perform all tasks in a competent and efficient manner. Contractor shall provide C-27 license number in bid response.

Contractor must have person(s) on staff or contract with a subcontractor that possesses a valid Pest Control Advisor License, with categories A (insects), B (plant pathogens), category E (weeds), who is registered with the Agricultural Commissioner in the appropriate counties.

### VIII. PESTICIDES AND FERTILIZERS

The supplier shall apply ONLY Metropolitan approved pesticides. No substitute materials will be permitted. A list of Metropolitan Approved Pesticides and Fertilizers is in this scope of work; however, please refer to Section 1.03 for specific project regulations.

All pesticides not on Metropolitan's approved list require written District approval prior to application on Metropolitan property. All pesticide approval requests shall be submitted in writing to the Contract Administrator, for District approval.

All herbicides shall be applied in accordance with the manufacturer's recommended rates. Spraying of herbicides shall be done only with the PCA approval and shall be prohibited on windy days. Windy days are defined as breezes blowing in excess of 10 mph.

It is critical to the safety of our water that only materials approved by the District should be used on or around any of the District's facilities. The District's Water Quality Division monitors this concern very closely.

All pesticide application equipment shall be cleaned prior to commencement of work in order to avoid contamination of MWD locations with non-approved pesticides.





METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 BOX 54153, LOS ANGELES, CA 90054-0153

# Purchase Order

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Application equipment shall be supplied with a sufficient quantity of spill containment material to handle any emergency with the application equipment.

Written pesticide use recommendations will be provided for the Contractor by the Metropolitan Pest Control Advisor, and will be subject to approval by the Agreement Administrator. Recommendations must be received from the Metropolitan Pest Control Advisor prior to any pesticide application. Requests for recommendations will be made directly to the Metropolitan Pest Control Advisor after contract award.

All pesticide use shall be documented on the Contractor's Summary Monthly Pesticide Use Report, and submitted to the appropriate County Agricultural Commissioner as condition of payment.

The Contractor shall post any areas treated with pesticides for the duration of the restricted entry interval listed on the label. The posting must comply with the requirements of the State Department of Pesticide Regulation.

All pesticide applications shall be made in accordance with all City, County, State and Federal laws and regulations.

The Contractor shall provide all material and equipment to provide services required by the contract, including all Personal Protective Equipment (PPE) and safety devices in accordance with regulatory requirements and safe industry practices.

#### IX. SPILLS

In the event of a pesticide spill or contamination, Contractor must have an Emergency Plan. Contractor shall provide their Emergency Plan to the Contract Administrator prior to commencing work. The emergency plan shall also be kept current throughout the contract.

In the event of a Pesticide spill or contamination the Contractor will immediately notify both the Contract Administrator and the District's local Environmental Coordinator Jeff Bustamante at (951) 775-6377. Failure to make the appropriate notification will be grounds for termination of the contract.

The contractor and the transporting vehicle operator shall be responsible for cleanup of all spillage, contaminated matter and the removal of all contaminated cleanup materials.

The contractor will be notified of any spillage and shall be notified of any spillage that is not cleaned up by the vehicle driver.

Any spillage not cleaned up within 4 hours of notification will be cleaned up by District approved Hazardous Material Clean-Up Contractor at a minimum of \$150 per hour and shall be billed to the contractor.

Clean up, disposal and decontamination shall be in accordance with all Federal, State, and Local laws, rules, and regulations.

#### X. SUPERVISION AND INSPECTION



METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 BOX 54153, LOS ANGELES, CA 90054-0153

# Purchase Order

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It shall be the duty of the Contractor to maintain a regular and systematic inspection program by supervisory personnel for all services provided. At least one (1) working Supervisor shall be on the job at all times when any work is in progress.

The Contract Administrator shall have the right to oversee all aspects of work required of the Contractor. Work that fails to conform to specifications shall be corrected at the next regular work shift following written or telephone notice, at no additional cost to the District. This must be completed by personnel supplied by the Contractor at the request of the Contract Administrator or his designee.

### XI. UNIFORMS AND IDENTIFICATION

**UNIFORMS:** Contractor shall provide appropriate work uniforms for all personnel. Uniforms must be worn at all times while performing work at District Facilities. Uniforms shall be all the same color. The name of the company must appear on the uniform.

**IDENTIFICATION BADGES:** The Contractor shall be responsible and ensure that all staff working for or representing the Contractor, including Subcontractors, will be issued and possess an identification name badge displaying the employee's name, employee number, the company's name, company logo and a current photograph of the employee. The reverse side of the badge should have a facsimile of the site supervisor's business card, so contact can be made in an emergency situation and employee's assignment to the site verified. The identification badge shall be displayed on the front of the employee's uniform at all times. The Contractor accepts and understands that any employee who fails to meet this requirement may be asked to leave Metropolitan's property with no recourse toward compensation for time or material lost on the contract, to the Contractor or to the Contractor's employee. It is expressly understood that the Contractor is responsible to ensure that all of its employees possess and carry valid photo-identification at all times on Metropolitan property.

### XII. RECORDKEEPING

Each visit to a site shall be documented in a log maintained by the contractor. Contained in this log shall be the following:

- Date and time of arrival
- Personnel on site
- Approximate area treated
- Amount of chemical used
- Any observations made while at site, any contact made with Metropolitan staff or consultants or with other persons while at site

Copies of the log will be submitted by the contractor at time of billing, unless requested by the contract administrator at an earlier date.

### XIII. INSURANCE

Contractor shall maintain insurance adequate to protect him from claims under Workers Compensation Acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under this agreement. The Contractor may be required to file with the District, certificates of such insurance. Failure to furnish such evidence, if required, may be considered default of the Contractor.





METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 BOX 54153, LOS ANGELES, CA 90054-0153

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Insurance limits must be no less than:

- a. Commercial General Liability - \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- b. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage
- c. Workers Compensation - in accordance with the Statutory Requirements of the State of California.

The General and Auto Liability Insurance policies are to contain, or be endorsed to contain Metropolitan as additional insured; The Workers Compensation policy to be endorsed to include a waiver of subrogation.

Insurance shall be issued by an insurance organization holding a certificate of authority from the Insurance Commissioner of the State of California admitting it to transact business in the State of California for the applicable class of insurance, as required by Section 700 of the California Insurance Code.

#### XIV. MISCELLANEOUS

Equipment utilized shall be in good working order and shall have all safety guards and appurtenances fully functional.

The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions in connection with the work and shall provide all necessary protection to prevent injury to all persons on the work site or who may be affected by the work.

#### Supplier Contacts:

County of Riverside, Department of Environmental Health, Program Chief II, Brent Casey (951.358.5172 or bcasey@rivco.org),

County of Riverside, Department of Environmental Health, Deputy Director, Dottie Ellis-Merki (951.358.5172 or dellisme@rivco.org).

#### XV. POINTS OF CONTACT

All work shall be coordinated with, authorized through and accepted by Metropolitan's Agreement Administrator, Jesus Molina (909.437.6554, jmolinajr@mwdh2o.com) or Marc Snider (951.201.6570, mdsnider@mwdh2o.com). They shall authorize payment for all approved services rendered and shall monitor expenditures to ensure they do not exceed the agreement amount.

Other contract questions or problem resolution can be directed to Metropolitan's Purchase Coordinator, Amber Perrault (951.926.7027, aperrault@mwdh2o.com).

#### XVI. INVOICING AND PAYMENT

Contractor will email invoices to accounts payable business@mwdh2o.com and ERUBusinessOffice@mwdh2o.com (preferred) referencing Agreement No. 202933.





METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 BOX 54153, LOS ANGELES, CA 90054-0153

# Purchase Order

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## NOTES TO SUPPLIER

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 Attention: Accounts Payables, PO Box 54153, Los Angeles, CA 90054

Invoices shall be submitted on a line item basis.

Payment Terms are: Net 30 days after invoice

### XVII. TOTAL AMOUNT

The total amount of this Contract, including sales tax, shall not exceed \$5,100.00. Supplier shall notify Metropolitan when total amount expended reaches 80% of this amount.

NOTE1: THE PRICE STATED ON THE PURCHASE ORDER IS THE PRICE WHICH WILL BE PAID BY THE METROPOLITAN  
 NOTE2: ALL MATERIAL, IF APPLICABLE, MUST MEET CAL OSHA REQUIREMENTS AND S.C.A.Q.M.D. RULES AND REGULATIONS  
 NOTE3: THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CARTONS, AND CORRESPONDENCE RELATED TO THIS ORDER

**Total:** **\$5,100.00**

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 CHIEF EXECUTIVE OFFICER

PER

MANAGER, CONTRACTING SERVICES

FORM APPROVED COUNTY COUNSEL  
 BY: Eric Stopher DATE: 5/2/14



METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 BOX 54153, LOS ANGELES, CA 90054-0153

# Purchase Order

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## MWD GENERAL CONDITIONS

### 1. General

Contractor shall provide all material, labor, equipment, goods, and services in accordance with this contract and as necessary to accomplish the results indicated or implied in the contract (the "work"). Acceptability of the work shall be to the satisfaction of Metropolitan.

### 2. Business Outreach

It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities and economically disadvantaged enterprises. In performing services under this Agreement, Contractor shall endeavor to further this policy wherever practicable and, if specified, agrees to utilize the services of Small Business Enterprises at the participation level(s) so specified.

### 3. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA

Metropolitan is an equal opportunity employer and a federal contractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Contractor agrees to submit to Metropolitan evidence of compliance with this paragraph, as applicable, within 30 days of a request.

### 4. Shipping, Inspection and Acceptance

a. No charge for packing or drayage will be allowed unless specified. Materials must be packed and shipped in conformity with tariff or classifications so as to secure lowest possible freight rates. All materials furnished under this agreement will be subject to test and inspection and if rejected will be held subject to order or shipper, with accrued charges. Until delivery and acceptance, and after any rejection, risk of loss or damage to items is upon the Contractor.

b. Inspection and acceptance will be at the destination unless specified otherwise and will be made by Metropolitan personnel shown in the shipping address or other duly authorized representative of Metropolitan. Metropolitan has no obligation to accept damaged shipments, over-shipments, goods shipped in error, or other non-conformity, and reserves the right to return at the Contractor's expense non-conforming items even though the non-conformity was not discovered until after receipt.

### 5. Warranty

Contractor guarantees and warrants that the work shall be provided in accordance with generally accepted industry standards, practices, and principles applicable; be of merchantable quality; be fit for Metropolitan's particular needs and purposes; and not infringe any patent, trademark, copyright, or any other rights of third parties. If any of the forgoing warranties is breached, Contractor shall correct all defects and nonconformities; be liable for all direct, indirect, consequential, and other damages suffered by Metropolitan or other persons; and defend and indemnify Metropolitan from any claim asserted by any person resulting in whole or in part from such breach.

Unless otherwise specified, goods shall be warranted by their manufacturer for a minimum period of 12 months after acceptance by Metropolitan, except automotive equipment shall be not less than the earlier of 12 months or 12,000 miles, and refrigeration compressors shall be 48 months.

### 6. Contractor Invoice and Metropolitan Payment

#### a. Billing Instructions

Unless otherwise specified, all invoices shall be billed to: The Metropolitan Water District of Southern California, Accounts Payable Section, P.O. Box 54153, Los Angeles, California 90054-0153. Each invoice shall indicate Contractor's name and mailing address, Metropolitan's agreement and/or Purchase Order number, and the beginning and ending billing dates.

#### b. Payment

Unless a specific term discount is offered, Metropolitan will make payment within 30 calendar days after receipt of invoice by Metropolitan. Where the Contractor offers a payment discount, Metropolitan will take this into consideration when making payment. Metropolitan may, at its option, verify the correctness of the invoice.

#### c. Right to Withhold Payment

Metropolitan may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may be reasonably necessary to protect Metropolitan from loss as a result of:

i. Defective work not remedied in accordance with provisions of the Contract Documents.

ii. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens.

iii. Failure of the Contractor to make payments properly for labor, services, materials, equipment or other facilities or to subcontractors





METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
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## MWD GENERAL CONDITIONS

iv. Damage to other work or property

v. Failure of the Contractor to maintain all records as required; to submit progress schedules, weekly payroll records and any other such items as may be required by these specification.

7. Use of Materials

a. Metropolitan will make available to Contractor such materials from its files as may be required by Contractor to perform services under this contract. Such materials shall remain the property of Metropolitan while in Contractor's possession. Upon termination of this contract and payment of outstanding invoices of Contractor, or completion of work under this contract, Contractor shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Contractor in the course of performing the services under this contract.

b. Metropolitan may utilize any material prepared or utilize work performed by Contractor pursuant to this contract, including computer software, in any manner which Metropolitan deems proper without additional compensation to Contractor. Contractor shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to this paragraph unless Contractor accepts such responsibility in writing.

8. Insurance

The Contractor shall maintain general liability, auto liability and workers' compensation insurance adequate to protect against claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under this contract. If specified or requested, the contractor shall file with Metropolitan certificates of such insurance. Failure to furnish such evidence, if required, may be considered default by the Contractor.

9. Permits and Licenses

The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

10. Termination For Convenience

Metropolitan may terminate this contract for convenience by providing written notice to the Contractor not less than 10 days prior to an effective termination date. Metropolitan's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. Metropolitan shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.

11. Default

In case of default by the Contractor in any of the conditions of this agreement, the Contractor agrees that, in addition to other legal remedies, Metropolitan may procure the articles or services from other sources and may deduct from any unpaid balance due the contractor, or may collect from the surety or any bond, amounts paid by Metropolitan to such other sources, together with Metropolitan's legal and administrative expenses, to the extent Metropolitan's total cost exceeds the contract price hereunder.

12. Emergency/Declared Disaster

In the event of an emergency or if a Metropolitan facility is declared a disaster area by the county, state, or federal government, this contract may be subjected to unusual usage. The Contractor shall furnish the work during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The specified pricing shall apply regardless of the circumstances. If the Contractor is unable to furnish the work under the terms of the contract, such failure may only be excusable as provided under "Force Majeure," below.

13. Force Majeure/Delay

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work by act of god, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control; if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that nonperformance is not due to the fault or neglect of the nonperforming party.

Provided that delay caused by circumstances beyond the Contractor's control and not foreseeable is established, Metropolitan may grant Contractor a reasonable extension of time to complete the work.

Metropolitan shall be advised immediately in writing and a definite delivery or completion date shall be proposed for Metropolitan's consideration. In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, for ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at Metropolitan's discretion and solely for the purpose of mitigating damages.

14. Non-Interest of District Officials

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of Metropolitan is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.

15. Indemnity

Contractor assumes all risk of injury to its employees, agents, and subcontractors, including loss or damage to property. Contractor shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Contractor and/or subcontractors relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.





METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 BOX 54153, LOS ANGELES, CA 90054-0153

# Purchase Order

PURCHASE ORDER NO	REVISION	PAGE
202933	0	10
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER		

## MWD GENERAL CONDITIONS

### 16. No Assignment

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or his right, title, interest in or to the same of any part thereof, or any work hereunder or any claim arising there from without the prior consent, in writing, by Metropolitan's GM or his authorized representative.

### 17. Anti-Trust

The Contractor offers and agrees that it will assign to Metropolitan all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16,700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials by the Contractor for sale to Metropolitan pursuant to the purchase order. Such assignments shall be made and become effective at the time Metropolitan tenders final payment to the Contractor.

### 18. Participating Public Agencies

It is intended that any other public agency as defined by Cal. Gov. Code 6500 shall, if authorized by its governing body, have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the contract with Metropolitan, and shall be subject to contractor's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery and/or services, and making payments to contractor. Metropolitan will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.

### 19. Access to Metropolitan Premises

Contractor shall notify Metropolitan at least 24 hours in advance of its intended locations and durations of work on Metropolitan's premises. Except in extraordinary circumstances, all work on Metropolitan's premises shall be scheduled during Metropolitan's normal working days and hours. Metropolitan shall make a good faith effort to accommodate Contractor's request, however, Metropolitan's operations and other conflicts may require rescheduling all or part of Contractor's work.

### 20. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

### 21. Contractor's Terms and Conditions

Contractor's pre-printed terms and conditions or restrictions commonly appearing on the reverse side of submitted correspondence and/or Contractor's specifications, material and contract documents will be disregarded in the absence of a positive written statement from both parties that all or a particular portion of such writings are in addition to or supersede Metropolitan's General Terms contained herein.

### 22. Prohibited Relationships with Sanctioned Countries and Persons

Vendor represents and warrants that both 1) the Vendor and, 2) to Vendor's knowledge, its directors, officers, employees, subsidiaries and subconsultants, are not engaged in any business transaction or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Vendor is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.



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BOARD OF SUPERVISORS OF THE COUNTY  
OF RIVERSIDE, STATE OF CALIFORNIA

By: Karen S. Spiegel  
KAREN SPIEGEL  
Chair

ATTEST:  
CLERK OF THE BOARD

By: [Signature]

Deputy  
(SEAL)

