



City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

Purchase Order

Fiscal Year 2024

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City of Fontana
Accounts Payable
8353 Sierra Avenue
Fontana, CA 92335

Email Invoices to: AccountsPayable@fontana.org

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

22400508 - 01

www.fontana.org
purchasing@fontana.org

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David Evans And Associates, Inc.
2100 S River Parkway Ste 100
Portland, OR 97201-4830
Phone: 909-912-7344

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DEPARTMENT OF PUBLIC WORKS
16489 ORANGE WAY
FONTANA, CA 92335

Vendor Fax Number		Vendor Email Address		Requisition Number	Delivery Reference		
				12400479			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department		
10/23/2023	100044				Public Works & Engineering		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	TP Task Order No. 3 Proposal Number: SQ-87-DE-19-25 Year 1 April 24, 2022 to April 25, 2023 Year 2 April 24, 2023 to April 25, 2024 (City Option) MODIFIED: On-Call Construction Landscape Plan Check Review and Inspection Services for period beginning July 1, 2023 through April 24, 2024. ***** GL SUMMARY ***** 10137404 - 8130			1.0	EACH	\$93,000.00	\$93,000.00

By:

Purchasing Officer

VENDOR COPY

Total Ext. Price	\$93,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
PO Total	\$93,000.00

TERMS AND CONDITIONS

1. **PAYMENT.** Payments shall be made, upon submission of itemized invoices, of the prices stipulated here in for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant, when requested by the Vendor and approved by the Purchasing Agent. **Terms are Net 30 Days.**
2. **LICENSE.** All companies doing business in the City of Fontana are required to provide a valid City of Fontana business license prior to payment of any invoice(s) submitted.
3. **INSPECTION.** All materials and workmanship are subject to inspection and test by the City for compliance and specifications as included herein. In the event articles or services are defective or not in conformity with this order, the City shall have the right either to reject the items or require correction. Defective articles or services shall be removed from City premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
4. **RESPONSIBILITY.** Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered at the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
5. **CHANGES.** This purchase order may at any time, by written order, be changed in regards to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangement, terms, or any other matter affecting a valid order. In the event such change causes an increase or decrease in the cost of performance hereunder, an equitable adjustment will be made for the cost thereof, subject to the approval of the Purchasing Agent, and written notice given therefore.
6. **VARIATIONS-QUANTITIES.** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except in pursuance of written change order so authorizing and no change in cost shall be valid unless so ordered.
7. **TERMINATION.**
 - A. **Termination for Default:** Contract may be terminated by the City, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the requirement(s) of the Contract.
The City has the right to terminate for default of:
 1. The Contractor fails to make delivery of acceptable supplies in an acceptable manner within the time specified in the resultant Contract; or
 2. The Contractor fails to satisfactorily perform any other term or condition of the resultant Contract; or
 3. The Contractor fails to make progress so as to endanger timely performance of the Contract.Any termination for default shall be effected by written notice to the contractor of the termination, specify the acts or omissions of the Contractor constituting the default and the effective dates of the termination.

The Contractor shall not be liable if the failure to perform the resultant Contract arises from the causes beyond the control and without the fault or negligence of the Contractor. The Contractor will be liable for default or any subcontractor, regardless of tier. However, if the cause is beyond the control of both the contractor and subcontractor and without the fault of either, the contractor will not be liable to the failure to perform, unless the supplies could have been obtained from the other sources in sufficient time for the Contractor to meet the required delivery schedule.

After termination for default, the City may acquire, under the terms and in the manner the Purchasing Services Agent considers appropriate, goods identical or similar to those required by the Contract, and the contractor will be liable to the City for the cost of those goods in excess of the unexpected Contract amount.

Upon termination of the contract, all finished or unfinished goods provided by the Contractor and not yet delivered, rendered and accepted by the City shall, at the City's option, become the City's property. The City shall pay the contractor fair and equitable compensation for satisfactory performance prior to delivery of notice of termination, less the amount of damages, caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall pay the difference to the City promptly upon demand. The Term "damages" as used in this paragraph includes, but is not limited to, attorney's fees.

If after termination it is found that the Contractor was not at default, or that the delayed was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph "B" below, entitled "Termination for Convenience."
 - The rights and remedies of the City described herein shall be addition to any other rights and remedies provided by law or under any other provision of the Contract.
 - B. **Termination for Convenience:** The contract may be terminated by the City, in whole or in part, whenever, the Purchasing Agent determines, in his sole discretion, that is in the City's best interests. Any such termination shall be effected by a written notice of termination to the Contractor specifying the extent to which the Contract is terminated and the effective date of the termination.
 1. After receipt of a notice of termination and except as otherwise directed, the Contractor shall:
 - a) Stop all performance on the date indicated and to the extent specified;
 - b) Place no further orders or subcontractors for materials, except as necessary for the completion of such portion(s) of the Contract not terminated.
 - c) Terminate any and all subcontractors' agreements and with the approval of the City, settle all outstanding liabilities and termination settlement proposal arising from the termination of subcontractors;
 - d) If directed by the City, transfer title and deliver to the City the Contractor's Work in Process, finished goods and other material produced or acquired, including any completed or partially completed plans, drawings, information and other property that, if the Contract had not been terminated, would be required to be furnished to the City. If the City does not exercise this right, the Contractor shall use his best efforts to sell such goods and materials in accordance with the provisions of Commercial Code Section 2706;
 - e) Complete performance of any portion of the Contract not terminated;
 - f) Submit to the Purchasing Agent a termination claim in the form perceived by the Purchasing Agent. The Contractors shall not be reimbursed for and waives any right to receive anticipatory profits not earned up to the effective date of termination.
 2. The Contractor shall be entitled to recover the following costs in a termination for convenience:
 - a) The Contractor price for the completed goods accepted by the City but not previously paid for;
 - b) Costs already incurred in the performance of the portion of the Contract terminated;
 - c) The reasonable costs of settlement expenses for the portion of the Contract terminated; and
 - d) The cost of settling and paying any termination settlement proposals under terminated subcontractors that are properly chargeable to the terminated portion of the Contract.
 3. In arriving at the amount due to the Contractor, the following shall be deducted:
 - a) All unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
 - b) Any claim which the City has against the Contractor under the Contract or any other contract.
 - C. **Termination for Lack of Appropriation:** If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not effect either the City's right nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract under this subparagraph "C" will be to discharge both the City and the Contractor both to discharge both the City and the Contractor from further performance of the Contract, but not from their obligations existing at the time of termination. The Contractor shall be reimbursed for any non-recurring costs incurred but not amortized in the price of the goods delivered under the Contract.
8. **LIABILITY.** The City shall not be responsible for any damage that may accrue by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licenses or for damages to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this purchase order. The Vendor shall assume full responsibility for the defense or any claim arising under this purchase order and the Vendor shall save, keep, and bear harmless the City, all officers and employees thereof from all damages, costs, or expense, in law or in equity because of personal injury, property damages, or alleged or actual patent infringements based on the performance of this purchase order or asserted against it.
9. **DISPUTES.** All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the Purchasing Agent.
10. A copy of the freight bill MUST accompany invoices whenever freight charges are prepaid and added to invoice.
11. If, for any reason, an over-payment is made, we require prompt refund via your prompt refund via your property check, in order that we can expedite clearing of the overpayment through our accounting system.
12. The articles covered by this purchase order or contract must conform with safety order of the California Division of Industrial Safety.
13. This purchase order may be accepted by any means or part performance, provided Seller unqualifiedly agrees to all the terms and conditions appearing on the face hereof or added supplements hereto including those terms and conditions set forth on the purchase order. In the event Seller's acceptance proposed additional or different terms, such terms shall not be binding upon City of Fontana except to the extent City of Fontana gives its specific agreement in writing to such terms.