

Account No.	Req. No.	<b>Purchase Order No. 011420</b> Order Date: April 7, 2020 Buyer: IERCD Phone Number: 909-799-7407 E-mail: jcastillo@iercd.org	<b>Remit to:</b> Inland Empire Resource Conservation District 25864 Business Center Drive Redlands, CA 92374 909-799-7407 mparkes@iercd.org
<b>CONTRACTOR:</b>  <b>San Bernardino County Fire Protection District</b>  <b>157 W. 5th Street, 2nd Floor</b> <b>San Bernardino, CA 92415-0451</b>  <b>Attn: <u>Shane Glaze</u></b>		<b>INLAND EMPIRE RESOURCE CONSERVATION DISTRICT (DISTRICT)</b>	

This Purchase Order is subject to the attached terms and conditions.

### Services:

San Bernardino County Fire Protection District (Contractor) crews will attend one-day “Chipper Days” events (Events) organized by the parties in the six (6) communities located within Contractor’s jurisdiction and identified below. The Events and Contractor’s services will help reduce the debris from recent storms. At each one of the Events, residents will either bring their limbs to a community location for chipping, or will have roadside chipping performed. The method of implementation will vary by community.

Contractor will send DISTRICT a report with photos and total cubic yards and weight from the Events for purposes of DISTRICT grant reporting. Contractor will not charge residents for the chipping services, but instead will be reimbursed by DISTRICT for reasonable costs incurred for performance of the services.

Contractor will invoice DISTRICT on a time and material basis subject to the below not-to-exceed amounts. IERCD will also reimburse Contractor for any disposal costs associated with the material collected at the Events and included in Contractor’s invoice. Work will include chipping in the following communities subject to the following not-to-exceed amounts:

Lytle Creek	\$3,000
Crestline	\$4,000
Mt. Baldy	\$3,000
Oak Glen	\$3,000
Angelus Oaks	\$3,000
Forest Falls	\$3,000
Contingency	\$1,000

**Total Not-to-Exceed: \$20,000**

The term of this Purchase Order is from March 10, 2020 through March 9, 2022.

**PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES**

1. This purchase order for services issued by the Inland Empire Resource Conservation District ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor 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.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor 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. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend, indemnify and hold DISTRICT, 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 Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors.

4. Standard of Care. The Contractor 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. Contractor shall also comply with State and Federal Environmental and Safety Regulations as they apply to the scope of work.

5. Insurance. Contractor 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 DISTRICT 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 \$2,000,000 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); and C. Workers' Compensation Insurance in compliance with applicable

statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence. 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 DISTRICT. Contractor shall add DISTRICT as an additional insured on its Commercial General Liability (using ISO CG 20 10 and 20 37 or exact equivalents and Automobile Liability policies. Contractor shall provide a waiver of subrogation endorsement in favor of the DISTRICT on Contractor's Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability policies. Contractor shall provide primary and non-contributory endorsements or proof of policy language providing the same on Contractor's Commercial General Liability and Automobile Liability policies. It is understood by the parties that Contractor is a self-insured public entity. As such, Contractor shall provide evidence satisfactory to the District of self-insured coverage meeting the minimum requirements set forth above.

6. Indemnification. Contractor agrees to indemnify, defend (with counsel approved by DISTRICT) and hold harmless DISTRICT, and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from Contractor's negligent acts or omissions which arise from Contractor's performance of its obligations under this Agreement. DISTRICT agrees to indemnify, defend (with counsel approved by Contractor) and hold harmless Contractor, and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from DISTRICT's negligent acts or omissions which arise from DISTRICT's performance of its obligations under this Agreement. In the event the Contractor and/or DISTRICT is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the Contractor and/or DISTRICT shall indemnify the other to the extent of its comparative fault.

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 San Bernardino, State of California. In the event of any such litigation between the parties, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. The foregoing provision regarding costs of litigation and attorneys' fees shall not apply to those costs and attorney fees arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

8. Termination. DISTRICT or Contractor may terminate or abandon any portion or all of the work for any or no reason by giving 10 calendar days written notice to the other party. In such event, DISTRICT 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. DISTRICT shall pay Contractor the reasonable value as determined by DISTRICT of any portion of the work completed prior to termination. DISTRICT shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed work, and shall not be entitled to damages or compensation for termination of work.

9. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract 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. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract 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 Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

11. Changes. By written notice, DISTRICT 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 DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT 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 Contractor from proceeding immediately with the purchase order as changed.

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