

**CITY OF BUENA PARK**6650 BEACH BLVD.
BUENA PARK, CA 90620**PURCHASE ORDER NO. 190994****PURCHASING DIVISION**
Voice: (714) 562-3741
Fax: (714) 562-3772**BILLING INSTRUCTIONS:**
INVOICES MUST BE IN TRIPPLICATE
MAIL TO: CITY OF BUENA PARK PURCHASING
P.O. BOX 5009, BUENA PARK, CA 90622-5009**PAGE NO. 1**The PO number must appear on all
Packages, Invoices and Correspondence

TIME IS OF THE ESSENCE ON THIS ORDER

VENDOR
00000095
R J NOBLE CO, INC.
15505 E LINCOLN AVE
ORANGE, CA 92856SHIP TO
CITY OF BUENA PARK ENGINEERING DIV
6650 BEACH BLVD
BUENA PARK, CA 90620
ATTN: TED LUONG

ORDER DATE: 05/14/19		BUYER: TED LUONG		CONFIRM: N	BLANKET: N
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		REQ. NO.: R191063	REQ. DATE:
DESC.: LA PALMA AVE IMPROVEMENTS					
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
APPROVED BY COUNCIL 4/23/19					
THIS PURCHASE ORDER MAY CALL FOR SERVICES THAT, IN WHOLE OR IN PART, CONSTITUTE "PUBLIC WORKS" AS DEFINED IN THE CALIFORNIA LABOR CODE. THEREFORE, AS TO THOSE SERVICES THAT ARE "PUBLIC WORKS", THE CONTRACTOR SHALL COMPLY IN ALL RESPECTS WITH ALL OF THE APPLICABLE PROVISIONS OF THE CALIFORNIA LABOR CODE					
CURRENT CERTIFICATES OF INSURANCE WITH SIGNED ENDORSEMENT NAMING THE CITY OF BUENA PARK AS ADDITIONAL INSURED WITH 30-DAY CANCELLATION NOTICE MUST BE ON FILE WITH CITY DURING ENTIRE CONTRACT PERIOD AND PRIOR TO JOB START					
EMAILED TO: STEVEMENDOZA@RJNOBLECOMPANY.COM					
01	1.00	LT	LA PALMA AVENUE IMPROVEMENTS CONSTRUCTION CONTRACT PER PROJECT NO. 611	1478955.0000	1,478,955.00
ITEM# ACCOUNT				PAGE TOTAL \$ 1,478,955.00	
AMOUNT PROJECT CODE				TOTAL \$ 1,478,955.00	
590154	9806	1,478,955.00			

PURCHASING MANAGER

IMPORTANT INSTRUCTIONS: ORDER MUST BE FILLED EXACTLY AS SPECIFIED. NO EXCEPTIONS OR OR SUBSTITUTIONS ACCEPTED WITHOUT APPROVAL OF PURCHASING MANAGER. ALL PURCHASES ARE SUBJECT TO THE CONDITIONS HEREON AND ON THE REVERSE HEREOF. THE ONLY CONDITIONS APPLICABLE TO THE CONTRACT ARE THOSE ISSUED BY THE CITY OF BUENA PARK.

1. **CHANGES:** Seller shall make no changes in the work or perform any additional work without buyer's specific written approval.
2. **CONTRACT:** There is no acknowledgment copy of this purchase order. This order, when accepted by seller either in writing or by the shipment of any article or other commencement of performance, hereunder, constitutes the entire contract between the seller and buyer. This order must be filled exactly as specified, no exceptions, alternates, substitutes or revisions are valid or binding on buyer unless authorized by the buyer's purchasing agent in writing.
3. **DELIVERY:** Responsibility for supplies: seller shall bear the risk of loss or damage to the articles covered by this order until acceptance of said supplies/materials at the location designated by the buyer or at such other place as may be designated herein, regardless of the F.O.B. point or the point of inspection. Seller shall also bear the risk of loss or damage to items after buyer gives the notice of rejection. Buyer's purchase order number must appear on all packing slips, invoices and correspondence. Over shipments and under shipments shall be only as agreed to by buyer.
4. **DISCREPANCIES:** There is no acknowledgment copy of the purchase order. Any discrepancies in price, quantities, items, service, delivery, etc must be phoned to buyer's purchasing agent within 48 hours of your receipt of the contract.
5. **DISCOUNTS:** Time for taking discounts offered for prompt payment will be computed from the date of delivery and acceptance at destination, or from the date Correct invoice is received whichever is later. Cash discounts will be taken.
6. **FREIGHT:** All purchases are to be F.O.B. destination unless otherwise authorized by the Purchasing Agent. Excessive charges from incorrect description or from Routing other than given will be charged to the seller's account. Packing list must accompany each case or parcel, showing buyer's order number, no charges for transportation, containers, or any other purpose will be allowed unless so specified in the order, freight charges allowable pursuant to the terms F.O.B. point origin or F.O.B. plus freight shall be prepaid by the seller and must be itemized on the invoice. C.O.D. shipments will not be accepted.
7. **INDEPENDENT CONTRACTOR:** Seller is performing as an independent contractor and, thus, shall hold the buyer, its officers, agents, and employees harmless from liability of any nature or kind on account of used invention, articles, process for work, labor performed under this contract.
8. **INFRINGEMENT:** The seller shall indemnify and defend buyer at seller's expense against claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright, or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
9. **INSURANCE:** Seller shall maintain insurance acceptable to buyer in full force and effect at the seller's expense throughout the term of this contract.
10. **INVOICE:** Must reference the purchase order number, itemized quantities, description, unit and extended prices. Invoice must state complete or partial delivery.
11. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, seller shall immediately give written notice thereof to buyer.
12. **LAW:** This contract is governed by the law of the State of California, the provisions of the Uniform Commercial Code, shall apply except as otherwise set forth in this contract. Seller shall guarantee that all goods covered by this order meets all requirements for the user in conformance with all Federal, State, OSHA and Local laws.
13. **MANUALS:** Manuals of maintenance or operation: Seller agrees to furnish buyer with two shop manuals and two operation manuals (which will include wiring schematics, parts diagrams, alignment data and parts list) on all purchases of equipment.
14. **MSDS:** Seller is required to provide a completed Material Safety Data Sheet for hazardous substance as required by labor codes, safety codes and California administrative codes.
15. **NON-DISCRIMINATION:** In the performance of the terms of any contract resulting from this order, seller agrees that he will not engage or permit such subcontractors where applicable as he may employ, to engage in discrimination in the employment of persons on the basis of color, race, religion, national origin, sex, sexual orientation, age, physical or mental disability.
16. **PROPERTY:** Buyer furnished or paid for items: all artwork, dies, specifications, tools, equipment and other items furnished to seller or paid for by the buyer shall (A) remain buyer's property, or upon acquisition by seller, shall become buyer's property, (B) be safely kept by seller in good and usable order, (C) be promptly returned to the buyer upon request.
17. **REJECTION:** If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the order buyer, in addition to any other rights which it may have under warranties, or otherwise shall have the right to reject and return such goods at seller's expense, such goods not to be replaced without written authorization from buyer.
18. **SPECIAL REPLACEMENT PARTS:** Seller agrees to make available special replacement parts required to maintain the equipment purchased unless otherwise stipulated at time of order.
19. **TAX:** This order is exempt from Federal excise tax. This order is subject to California sales tax.
20. **TERMINATION:** If seller breaches this agreement and fails to deliver the goods and materials provided for herein within the time set forth, or by failing to make sufficient progress so as to endanger performance of this order, then buyer may terminate this contract and purchase the goods and materials from whatever source and seller shall be liable to buyer for the difference in price which buyer is obligated to pay plus all of its costs and expenses in enforcing its rights hereunder, including reasonable attorney's fees, further, buyer may offset any such costs or expenses incurred against any of the moneys which may be owing to the seller. The buyer reserves the right to terminate this contract without penalty with cause immediately or without cause after 30 days written notice.
21. **VARIANCE:** Any discrepancies in price, quantities, items or delivery must be faxed or telephoned to buyer's purchasing department within 48 hours of your receipt of this purchase order. Do not make delivery of variant items without approval.
22. **WARRANTY:** Seller expressly warrants that the goods covered by this order are free of liens, or merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon seller's part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, uncured or sustained by buyer by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the buyer shall be paramount.