

**Turlock Irrigation District**  
**Standard Purchase Order Terms and Conditions**

1. **Entire Agreement.** This purchase order, and any document referred to herein (collectively "Purchase Order"), constitutes the entire agreement between the Turlock Irrigation District ("District") and the Seller. Any term or condition proposed in Seller's quotation, proposal, bid, acknowledgment, confirmation, invoice or any other writing which adds to, varies from, or conflicts with any term or condition of the Purchase Order shall be void. The Purchase Order may be modified only by written instrument executed by the authorized representatives of both parties.
2. **Shipment.** All supplies shall be shipped F.O.B. Destination unless otherwise specified in the Purchase Order. When authorized, freight is to be prepaid. Do not ship collect. Original receipted freight bill must accompany the invoice. If shipment is not made within the time stated on the Purchase Order, District reserves the right to purchase elsewhere and charge Seller with any loss incurred, unless delay in making shipment is due to unforeseeable causes beyond the control and without the fault or negligence of the Seller and any of Seller's suppliers or subcontractors. Packing slips, with Purchase Order number annotated, must accompany each shipment.
3. **Hazardous Materials.** Any materials required by this order that are deemed hazardous will be packaged, marked, and shipped by the Seller to comply with all present and future federal, state, and local regulations and will further comply with any special company requirements. This may be noted on the Purchase order. Material Safety Data sheets are required and requested.
4. **Risk of Loss.** Unless otherwise specified, the Seller shall be responsible for all supplies covered by this Purchase Order until delivered at the designated delivery point and the Seller shall bear all risks as to any supplies rejected or requiring correction after notice of such rejection or correction is given by the District.
5. **Inspection/Testing/Rejection.** Payment for supplies delivered hereunder shall not constitute acceptance thereof. The District shall have the right to inspect supplies and to reject any or all supplies which in the District's judgment do not conform with the requirements of the Purchase Order. Supplies so rejected and supplies delivered in excess of quantities ordered may be returned to the Seller at Seller's expense and the District may offset that expense against any moneys otherwise due the Seller.
6. **Invoices.** Invoices shall be rendered in duplicate and shall include: (1) Purchase Order number; (2) pricing; (3) quantity; (4) description; (5) any sales taxes or use taxes as separate items, giving permit number authorizing collection of use taxes; (6) point of shipment; (7) method and class of shipment; (8) complete routing of shipment; and (9) whether transportation expense has been prepaid. Seller agrees to make a separate invoice for each order and shipment. Unless otherwise expressly provided in the Purchase Order, all taxes, duties, tolls, fees, import charges, or other governmental exactions shall be deemed included in the purchase price of the supplies and services and the District shall have no liability to pay Seller or any third party any amount in excess of the specified purchase price. Turlock Irrigation District, a local governmental entity of the State of California, is exempt from any Federal Manufacturer's Excise Tax under the provision of Section 4221(a)(4) of the Internal Revenue Code. All invoices shall exclude such excise tax.
7. **Payments.** Payments shall be made upon submission of itemized invoices per the payment terms and at the prices stipulated herein for supplies delivered and accepted or services rendered and accepted less any authorized deductions (if any).
8. **Warranty.** In issuing the Purchase Order, the District is relying on Seller's skill and judgment in selecting and providing the proper supplies and/or services for the District's particular use. Seller warrants to the District and its successors in interest that the supplies and services covered hereby will correspond with the description of the same in this Purchase Order, will conform to all applicable specifications, will be new and of the best quality unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all respects both in the manufacture and use thereof with all applicable safety orders or regulations of the State of California and of the United States of America. If a defect is discovered in any item of supply furnished or service rendered under this Purchase Order, Seller shall correct such defect at Seller's expense, including transportation/freight both ways, such defects as are reported to Seller within one year of final acceptance. Upon expiration of the applicable warranty period, all such warranty liability shall terminate except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the Purchase Order.  
  
Seller also warrants that the supplies shall be free and clear of all liens and encumbrances whatsoever and that Seller has a good and marketable title to same. Seller agrees to hold the District and its successors in interest free and harmless against any and all claimants to such supplies.
9. **Insolvency.** In the event of any proceeding by or against Seller in bankruptcy, reorganization or insolvency or for the appointment of a receiver or any assignment for the benefit of creditors, District may terminate this order without further liability except for conforming deliveries already received and accepted.
10. **Indemnity.** Seller shall hold harmless, indemnify, and defend the District, its directors, officers, employees, representatives, and agents against all damages, liability, claims, losses and expenses (including attorneys' fees) (collectively referred to as "damages") arising out of, or in any way related to Seller's performance or non-performance under the Purchase Order or the supplies or services provided thereunder or from any act or omission of Seller, its agents, employees or subcontractors. Seller shall indemnify and save harmless the District from and against all costs, damages and expenses incurred by the District in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the supplies furnished hereunder.
11. **Insurance.** Seller shall maintain such public liability insurance, including product liability, completed operations, contractors liability and protective liability, automobile liability insurance (including non-owned automobile liability) and workers' compensation, and employer's liability insurance as will adequately protect the District against such damages. In addition to the District, if the purchase order indicates that the products or services are to be "Ship To" the Don Pedro Dam location, then the Modesto Irrigation District will be named as additional insured on all required insurance policies. If the purchase order indicates that the products or services are to be "Ship To" the Don Pedro Recreation Agency, then the Modesto Irrigation District and the City and County of San Francisco will be named as additional insured on all required insurance policies. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by the District.
12. **California Environmental Protection Agency (CEPA) Air Resources Board (ARB), Truck and Bus Regulation.** Sellers who operate any vehicle(s) in the State of California, regardless of state of registration, on behalf of the District, shall comply with the CEPA ARB Truck and Bus Regulation. This regulation applies to diesel-powered vehicles with a GVWR greater than 14,000 pounds which are privately or federally owned. The District requires Seller to declare compliance with this regulation prior to awarding any work by submitting a statement of compliance and/or certificates of compliance with the Seller's submittal. For work which may overlap a calendar year, the Seller is required to submit to the District an updated statement of compliance and/or current certificates of compliance by February 1st of each year. A Seller who does not comply with this regulation will be subject to work stoppages until the Seller provides current compliance with this regulation. Seller is responsible for confirming that all sub providers hired by the Seller are also in compliance with this regulation. For further information about this regulation and how it applies to the work provided by Seller see [www.arb.ca.gov/dieselttruck](http://www.arb.ca.gov/dieselttruck).
13. **Changes.** The District reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings, and incorporated data where the supplies to be furnished are to be specially manufactured for the District; (b) method of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of the Purchase Order, an equitable adjustment shall be made in the purchase price or delivery schedule, or both. Any claim by Seller for adjustment under this provision shall be deemed waived unless asserted in writing within 10 days from receipt by Seller of the change. Price increases or extensions of time for delivery shall not be binding on the District unless evidenced by a superseding Purchase Order issued and signed by the District.
14. **No Assignment or Subcontract.** Seller agrees not to assign or subcontract this Purchase Order or any portion thereof without first obtaining written approval from the District.
15. **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 Designated Purchasing Personnel as defined by written District policy.
16. **Termination.** The District may terminate all or any part of the Purchase Order at any time upon written notice to Seller, unless otherwise specified in the Purchase Order. The District shall be liable at the stipulated price only for such supplies as have been delivered and accepted or for such services as have been rendered and accepted. The District shall not be liable for any excess costs arising out of such termination and for the Seller's failure to cease delivery and/or work upon receipt of termination.
17. **California Law.** The Laws of the State of California shall govern the validity, interpretation and enforcement of the Purchase Order. The District's rights and remedies provided hereunder and by law shall be cumulative.
18. **Exec. Order N-6-22 (EO)** directs all State agencies and departments subject to the Governor's authority to notify all contractors and grantees of their obligations to comply with economic sanctions imposed by the State and U.S. governments in response to Russia's actions in Ukraine. Because this project is funded by a grant issued by the State of California, compliance with these sanctions is required, including the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.