

Terms and Conditions

1. INCORPORATION OF CONTRACT DOCUMENTS: Vendor shall be bound by the terms and provisions of the Contract Documents applicable in any way to the work covered by this Agreement and, in regard thereto, Vendor shall be bound to Los Angeles Engineering, Inc. (hereinafter "Contractor") in the same manner and to the same extent as Contractor is bound to the Owner under said Contract Documents. The Contract Documents are by this reference specifically incorporated into and made a part of this Agreement.

2. DISPUTES: In the event of any claim or contention on behalf of either party, Vendor or Contractor may request arbitration in accordance with the provisions of the prime contract if permissible thereunder, or file an action. The prevailing party shall be fully compensated for cost of proceedings, including attorney's fees. Vendor shall defend all suits brought against Contractor upon claims of every nature arising from injury to persons or property resulting from Vendor's performance of this agreement. Vendor will hold harmless and indemnify Contractor against all such suits and will reimburse Contractor, upon demand, for any costs and expenses of any nature incurred by Contractor in connection therewith.

3. INDEMNITY: To the fullest extent permitted by law, Vendor shall indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of in connection with Vendor's operations performed under this Purchase Order.

4. INSURANCE: In the event labor is to be provided under this purchase order and/or Vendor or its employees or agents are to come onto the jobsite or Contractor's premises in connection with this purchase order, then prior to start of work Vendor agrees to provide certificates of insurance and endorsements with the following minimum limits, unless the Prime Contract requires higher limits (Attachment A incorporated herein and attached outlines additional requirements):

Commercial General Liability (CGL) \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate ISO Occurrence Form CG 00 01 1093 or equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Los Angeles Engineering, Inc., the Owner and all other parties required of the General Contractor, shall be included as insured using ISO Additional Insured Endorsement CG 2010 11 85 or equivalent with Waiver of Subrogation. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insured. Completed operations and product liability to be in effect for ten years after project completion.

Business Auto Liability \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. General Contractor, Owner and all other parties required of the General Contractor, shall be included as insured on the auto policy. Owner and Los Angeles Engineering, Inc. shall be named additional insured.

Workers Compensation and Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease. Where applicable, U.S. Longshore and Harborworkers Compensation Act endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Los Angeles Engineering, Inc. shall be named additional insured.

Vendor waives all rights against Contractor, Owner and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Automobile Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.

5. PREVAILING WAGES: In the event any labor is furnished on the jobsite under this purchase order, vendor agrees to pay applicable prevailing wages and comply with Sections 1770-1780, 1810-1815 Sections of the State of California Labor Codes. Vendor shall furnish, if requested, evidence satisfactory to Contractor that all claims for labor, material, union health, welfare and pension fund payments, payroll taxes, and other things used by vendor in the performance of this purchase order have been paid. Such evidence shall be furnished upon such forms and in such manner as may be requested by Contractor, and all statements relative thereto shall be made by affidavit or under penalty of perjury. Vendor shall be responsible for preventing and eliminating any interference or disruption to the Project caused by any labor dispute directed at Vendor or at its vendors or suppliers, and Vendor shall indemnify and hold harmless Contractor from all losses or damages due to any such labor dispute. If Vendor is a union signatory and picketing occurs at the Project site, and if a reserve gate is established for use by Vendor and/or its vendors and suppliers, Vendor shall enforce the proper use of the reserve gate and shall be obligated to continue the performance of its work without interruption or delay. In the event vendor fails to so act or is unable to continue to perform its work without interruption or delay due to any such labor dispute, Contractor may, at its option, terminate vendors right to further perform under this Agreement. Vendor shall be liable to Contractor for all liquidated damages that may be assessed against and collected from Contractor by the Owner and for such other and additional damages and costs Contractor may sustain by reason of vendor's default.

Vendor further agrees to indemnify and hold owner and Contractor free and harmless of and from any costs, fees, fines, expenses, claims, liabilities, charges, obligations, demands, judgments, damages, liquidated damages, penalties, bond premiums, actions or other causes of action (including attorney's fees in defense thereof) arising from fringe benefit obligations to health and welfare, pension, vacation, industry promotion, apprenticeship and related trusts, when such obligations arise from employment by Vendor or his vendors and Vendors of every tier, and whether or not the claims are well founded. In the event Vendor or any of his vendors or Vendors of every tier are listed by the administrative office of any of the above-listed trusts as being delinquent in payment, Contractor may assume that the listing is correct and may pay any amounts which Contractor believes due to such trusts and Vendor shall reimburse Contractor therefore. All the provisions of this paragraph shall apply to Vendor and all of his vendors and Vendors of every tier performing work under any change of name or association or joint venture (including any person who may have been a principal financially associated with Vendor, or any of his Vendors or vendors of every tier) who are listed as delinquent in fringe benefit payments to the named trust. Contractor at his sole option may issue checks for the payment of work performed under this Purchase Order payable jointly to Vendor and the appropriate trusts. Vendor shall not assign, sublet, nor transfer this contract, nor any part thereof, nor shall Vendor make any assignment or transfer of funds payable to Vendor under this agreement without the prior written consent of Contractor.

6. RELEASES: Vendor shall furnish to Contractor releases of bond rights and lien rights by persons, who have furnished labor, material, or other things in the performance of this purchase order, and no payment need be made by Contractor unless, and until, such releases are furnished. Vendor shall turn over his work free from all claims, encumbrances or liens.

7. CHANGE IN QUANTITIES OR MATERIALS: To the extent that this purchase order calls for the purchase of material, Contractor reserves the option to purchase more or less material as required for this specific project without a price increase. All material must conform to project and applicable standard plans and specifications. Purchase order contingent upon approval of submittal.

8. WARRANTY OF MATERIALS AND WORKMANSHIP: Vendor guarantees Owner and Contractor against all loss or damage arising from any defect in materials or workmanship that were furnished under this purchase order for a period of one year from the date of completion of the entire project, provided, however, that in the event the prime contract requires a longer period of guarantee, Vendor shall be bound for such longer period. Upon Contractor's notification, Vendor shall forthwith, at his own expense, replace any defective material and perform any labor necessary to correct any defect in the work. Vendor shall pay for all work, which may be incidental to the correction of defects under the guarantee. If Vendor should fail to make such necessary repairs and replacements promptly, Owner or Contractor may, at Vendor's expense, furnish such materials or labor as are necessary for this purpose, and the cost thereof shall be payable by Vendor upon demand.

9. DELAYS: In the event Vendor fails to conform to the delivery schedule of any materials or equipment established by the Contractor, or that there is delay caused by the failure of Vendor to furnish labor and/or materials/equipment conforming to the contract requirements, and such delay, whether or not in conjunction with delay caused by others, causes Contractor to incur any loss or damage of any nature or any liability for damages or liquidated damages is attributed to more than one Vendor and/or Vendor, Contractor shall allocate the total of such damages between the various Vendors and/or Vendors responsible therefore and Contractor's allocation shall be binding on all parties.



Project Information

Project Number:

Project Name:

For questions regarding the contents of this Purchase Order please contact:

For questions regarding the scheduling of material deliveries please contact:

For questions regarding the submittals please contact:

For questions regarding invoicing and Accounts Payable please contact:

Invoicing Requirements

All invoices must have the Purchase Order number listed.

All invoices must have the Project name listed.

All material invoices must be accompanied by the signed delivery tickets. (if applicable)

