

Attachment A

Purchase Order for As-Needed Pump and Equipment Rental

**Bill To**

100 CIVIC CTR DR
PO BOX 1768
NEWPORT BEACH, CA 92660-3267
949-644-3117
AP@NEWPORTBEACHCA.GOV

Purchase Order

Fiscal Year 2027

Page: 1 of 1

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

Purchase Order #

22700008

Delivery must be made within doors of specified destination.

Vendor

CHARLES KING CO INC
2841 GARDENA AVE
SIGNAL HILL, CA 90755

Ship To

UTILITIES DEPARTMENT
949 W 16TH ST
NEWPORT BEACH, CA 92663
PURCHASING@NEWPORTBEACHCA.GOV

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				12700050	CRAIG AUGER 949-718-3481
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
07/02/2026	18416		NET 30 DAYS		UT ADMIN
NOTES					

BPO: AS NEEDED PUMP AND EQUIPMENT RENTAL

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

BLANKET PURCHASE ORDER FY 2026-2027

START: 01-JUL-2026 END: 30-JUN-2027

ATTENTION: CARISSA GRIFFITH 562-285-7509 CARISSA@CKC.CO

REFERENCE: RATE SHEET, DATED 01-MAY-2026

BLANKET PURCHASE ORDERS ARE INTENDED TO PROVIDE AN EFFICIENT MEANS TO PROCESS LOW-DOLLAR, HIGH VOLUME PROCUREMENTS

PURCHASES PURSUANT TO THIS PURCHASE ORDER DURING THE COURSE OF THE CURRENT FISCAL YEAR SHALL NOT EXCEED \$25,000.00

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	AS NEEDED PUMPS AND EQUIPMENT RENTALS GL Account: 0109062 - 851037	1.0		\$25,000.00	\$25,000.00
GL SUMMARY					
0109062 - 851037		\$25,000.00			

Important: Terms and Conditions on the reverse side are incorporated herein.

Administrative Services Director
City of Newport Beach

Total Ext. Price	\$25,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total**\$25,000.00**

Vendor/Original Copy

CONDITIONS: The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Price:** The price for the goods covered by this order shall, as applicable, cover the net weight of the products, and no extra charge of any kind, including charges for boxing, packaging or crating, shall be allowed unless specifically agreed to in advance in writing by CITY. The price for services covered by this order shall cover all activities required to perform the services as contemplated in this order.
2. **Taxes:** The amount of taxes imposed will be separately stated on the Order Form and any related invoice and all amounts shown will include all federal, state and local sales, use, excise and similar taxes applicable to the goods or services sold or provided under this order or the materials used in connection therewith; and SELLER shall pay any and all such taxes, except taxes required by Law to be paid or borne by CITY.
3. **Most Favored Customer Status:** CITY shall have the status of a "most-favored customer" with respect to matters of pricing, availability, and other terms. SELLER represents and warrants that the prices and other terms provided to CITY under this order are not less favorable than those extended to any of its other customers for similar goods and services under reasonably similar circumstances and, in the event that SELLER provides any of its other customers with more favorable prices or other terms, SELLER shall immediately provide that more favorable price or other term to CITY.
4. **Law:** This contract is governed by the laws of the state of California. In any legal action to enforce or interpret this contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. The provisions of the Uniform Commercial Code shall apply except otherwise set forth in this contract. SELLER shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities.
5. **Integrated Contract:** This order when accepted by SELLER either in writing or by the shipment of any goods or articles or other commencement of performance hereunder, constitutes the entire contract between SELLER and CITY; no exceptions, alternates, substitute or revisions are valid or binding on CITY unless authorized by CITY in writing. In the event there are any conflicts or inconsistencies between this order and any attachment hereto, the terms of this order shall govern. This agreement, memorialized by this order, may only be modified or amended by a written document executed by both SELLER and CITY.
6. **Delivery:** Time is of the essence in the delivery and performance under this contract. CITY reserves the right to refuse any goods or services and to cancel all or any part of the goods or services not conforming to the applicable specifications, scope, drawings, samples or descriptions. Acceptance of any part of the order for goods or services shall not bind CITY to accept future deliveries, nor deprive CITY of the right to return goods or services already accepted, at SELLERS expense. Overshipments and under shipments shall be only as agreed to by CITY. 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 CITY.
7. **Risk of Loss:** Delivery shall not be deemed complete until goods or services have actually been received and accepted by CITY. Payment shall be made within thirty (30) days after invoice and acceptance of deliveries by CITY.
8. **Warranty:** SELLER expressly warrants that the goods and services covered by this order are: 1) free of liens or encumbrances, 2) of merchantable quality and good for the ordinary purposes for which they are used, 3) fit for the particular purpose for which they are intended, and 4) satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify, defend and hold CITY harmless from liability, loss, damage and expense, including reasonable attorney's fees, incurred or sustained by CITY 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.
9. **Infringement:** SELLER shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract. SELLER warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. SELLER shall indemnify, defend and hold CITY harmless, at SELLER'S expense against all 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 good or article of material or service furnished hereunder.
10. **Assignment:** Neither this order nor any claim against CITY arising out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent. All terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the parties.
11. **Force Majeure.** Either Party shall be excused from performing its obligations under this contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.
12. **Severability.** If any term or portion of this contract is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect. In such event, the parties shall in good faith attempt to replace any unenforceable provision of this order with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.
13. **Default:** If SELLER or any approved subcontractor breaches any provision herein, or becomes insolvent, enters bankruptcy, receivership or other like proceedings (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice, whereupon: (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the SELLER or may collect against the bond or surety, or may invoice the SELLER for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
14. **Non-Discrimination:** SELLER represents that it is an equal opportunity employer and neither it, nor any contractor it employs, shall discriminate against any subcontractor, employee or applicant for employment because of any class protected either under state or federal law.
15. **Termination:** CITY reserves the right to terminate this order without penalty with cause immediately or without cause after seven (7) days written notice, unless otherwise specified. Cause shall be defined as any breach of this contract, or any misrepresentation or fraud on the part of SELLER. Exercise by CITY of its right to terminate shall relieve CITY of all further obligations. CITY reserves the right to cancel this contract without cause by providing written notice to SELLER at any time before the goods, services or other articles are shipped to CITY.

WORK ORDER CONDITIONS

16. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefore, shall obtain and maintain all building and other permits and or licenses required by Public authorities in connection with performance of the contractors, SELLER shall conduct all operations in SELLER'S own name and as an independent contractor, and not in the name of or as an agent for CITY.
17. **Indemnification:** SELLER agrees to indemnify, defend and hold harmless CITY, its elected and appointed officials, officers, employees and agents ("CITY INDEMNITEES") from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SELLER pursuant to this contract, unless such injury is caused by the sole negligence or willful misconduct of CITY or CITY INDEMNITEES. If SELLER'S negligence combines with CITY'S active negligence to cause injury, SELLER and CITY agree that liability will be apportioned as determined by a court of competent jurisdiction.
18. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances and limits not less than those specified: (a) Workers' Compensation complying with any statutory requirements and Employers' Liability with a limit of no less than \$1,000,000 per accident for bodily injury or disease; (b) Commercial General Liability on an occurrence form including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate; (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If CITY so desires, these limits may be increased or decreased. Bills and Liens: SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the goods, the work or the premises, but if any does so attach, SELLER shall promptly procure its release, and in accordance with Paragraph 17 above, indemnify, defend and hold CITY harmless against all damages and expense incident thereto.
19. **Bonds:** If CITY so desires, SELLER shall provide payment and performance bonds as required.
20. **Changes:** SELLER shall make no change in the work or perform any additional work without CITY'S specific written approval.

MISCELLANEOUS TERMS AND CONDITIONS

21. All plants and materials must be free of pests and disease. If any are found the material will be rejected and refused. SELLER shall pick up at no cost to CITY.
22. SELLER is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by labor code Sections 6390, General Industrial Safety Order, Section 5194 and Title 6, California Admins. Code MSDS sheet for each specified item shall be sent to place of shipment.
23. **Claims and Attorney Fees:** SELLER shall be required to file any claim the SELLER may have against the CITY in strict conformance with the Tort Claims Act (Government Code sections 900 *et seq.*). In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear its own attorney's fees, costs and expenses.
24. **Terms and Conditions:** SELLER acknowledges that it has read and agrees to all the terms and conditions included in this Contract.
25. **Definitions:** Whenever used herein, "CITY" shall mean CITY of Newport Beach, a political subdivision of the State of California. Whenever used herein, "SELLER" shall mean one who sells goods or articles or provides services under this contract.