



## City of Manhattan Beach

1400 Highland Avenue  
Manhattan Beach, CA 90266  
(310) 802-5000

Bill To ACCT  
City of Manhattan Beach  
Attn: Accounts Payable  
1400 Highland Avenue  
Manhattan Beach, CA 90266  
(310) 802-5565  
[invoices@manhattanbeach.gov](mailto:invoices@manhattanbeach.gov)

Vendor 11728  
HPS WEST, INC  
DBA: HYDROPRO SOLUTIONS  
1180 E FRANCIS STREET SUITE F  
ONTARIO, CA 91761

Ship To PWKS  
Public Works  
3621 Bell Avenue  
Manhattan Beach, CA 90266

## Purchase Order

Fiscal Year 2022 Page 1 of 1

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

Purchase Order Number **20220059**

Purchase Order Date **06/17/2022**

Department **PUBLIC WORKS UTILITIES**

Required By **07/07/2022**

**Payment Terms: Net 30. FOB Destination.**

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
951-370-0443		11728	82200129	Nicholle Petroff	

### NOTES

Water Meters for AMI Project

Deliveries Monday through Friday 8:00 am to 4:30 pm. Closed from 12:00 pm to 12:30 pm.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Per Quote: Allegro Project, Dated: 6/15/2022 P/N: B16-A31-B15f-0101A-F, 1" BLMJ Brz Bottom Meter with Allegro UTG Register - Fixed Mode	500.0000	EACH	\$344.5100	\$172,255.00
2	P/N: 199-070-36-06-F, Allegro Register only MM Kit for 1" existing Master Meter - Fixed Mode	40.0000	EACH	\$210.7300	\$8,429.20
3	P/N: 199-070-36-06-F, Allegro Register only MM Kit for 1.5" existing Master Meter - Fixed Mode	35.0000	EACH	\$210.7300	\$7,375.55
4	P/N: M21-A00-B15-0101A-F, 1-1/2" Flanged MJ "MS Style" Meter with Allegro UTG Register - Fixed Mode Contract: Christopher Lambros, <a href="mailto:clambros@hydroprosolutions.com">clambros@hydroprosolutions.com</a>	50.0000	EACH	\$588.1600	\$29,408.00

Approver Name: Tikneshea Hicks

Approval Date: 06/17/2022

Total Ext. Price \$217,467.75

Total Sales Tax \$20,659.44

**Purchase Order Total \$238,127.19**

Purchasing Supervisor

Purchasing Copy

*If the parties have executed a separate written agreement that is intended to govern the purchase of the Articles described on this purchase order, the terms and conditions of this purchase order shall supplement the terms and conditions of said agreement, provided, however, that the terms and conditions of said agreement shall take precedence over any inconsistent terms and conditions contained in this purchase order.*

## INSTRUCTIONS

**PACKING SLIPS:** Each delivery must be accompanied by a Packing Slip specifying quantity, description of delivery and purchase order number.

**BILLS OF LADING:** Original Bill of Lading or Express Receipts signed by carrier's respective should be mailed not later than the day after shipment is made.

**INVOICES:** Two copies of invoices must be mailed to Accounts Payable not later than the day after shipment is made. Individual invoices must be issued for each shipment against each purchase order. Invoices shall contain the following information: Purchase Order number, description of articles, unit prices, and extended totals.

## TERMS AND CONDITIONS

**DEFINITIONS:** The phrase "City of Manhattan Beach" shall mean the governing body of the City of Manhattan Beach or any department thereof.

**DATA AND FACILITIES:** Seller acknowledges that he has in his possession all applicable specifications and drawings and all other documents to which reference is made herein and/or which are matched hereto, and that such data are adequate to enable seller fairly to determine his ability to perform called for herein at the price and in accordance with the schedule set forth. Seller represents that he now has or can readily procure without assistance of buyer or "City of Manhattan Beach", all facilities, machinery and equipment necessary for the performance of this purchase order.

**PACKING AND SHIPPING:** Deliveries shall be made as specified without charge for boxing, crating, or storage unless otherwise specified, and Articles shall be suitably packed to secure lowest transportation cost, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current Motor Freight of Uniform Freight Classification, whichever is applicable. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing slips. Shipments for two or more destinations when so directed by Buyer shall be shipped in separate boxes or container for each destination, at no extra charge.

**ACCEPTANCE OF PURCHASE ORDER:** This purchase order constitutes Buyer's offer to Seller and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by Seller either by acknowledgement or commencement or performance, any terms or conditions (including price and delivery dates) proposed by Seller in accepting Buyers offer, which are inconsistent with or in addition to the terms and conditions herein set forth, shall be void and of no effect unless and to the extent expressly accepted by buyer in writing.

**TAXES:** Seller shall separately state on all invoices any taxes imposed by federal or state government applicable to furnishing of the articles; provided, however where a tax exemption is available, such tax shall be subtracted from the total price and identified. Municipalities are exempt from federal excise taxes. Total prices quoted are to exclude federal taxes.

**PRICES:** Seller represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any customer of Seller for items which are the same or substantially similar to the articles, taking into account the quality under consideration and Seller will forthwith refund any amounts paid by Buyer in excess of such price.

**CASH DISCOUNTS:** The date used as the basis for cash discount calculation is the date the Articles are received or the date an acceptable invoice is received, whichever is later.

**WARRANTY:** Seller warrants that all Articles will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed design furnished by Buyer. Seller assumes design responsibility and warrants the Articles to be free from design defect and suitable for the purpose intended by Buyer. Seller's warranties, together with its services guarantees, shall run to Buyer and its customers or user of the Articles and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the Article shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time.

**DEFAULT:** Buyer, may by written notice to Seller, cancel for default this contract, in whole or from time to time in part, (1) if the Seller fails to deliver the Articles or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (2) if the Articles delivered do not conform to contractual requirements or if Seller fails to perform any of the other provisions of the contract in accordance with its terms; or (3) if the Seller becomes insolvent or commits an act of bankruptcy. If this contract is cancelled for default, Buyer, in addition to all other rights afforded by law for Seller's breach of contract, shall have the right to charge Seller that amount by which the costs of fabricating or procuring the Articles cancelled from another source exceed the prices specified herein, and Buyer may set off any such charge against any amount which may become payable to Seller under the contract or otherwise. Upon such cancellation Seller will deliver to Buyer any of the Articles, parts or material, for which Buyer shall make written request at or after cancellation and Buyer will pay Seller the fair value of any such property so requested and delivered. Notwithstanding Buyer's right to cancel the contract for delay in delivery, Seller shall not be liable to Buyer for any damages therefor if Seller's delay is due to causes beyond its control, and without its fault or negligence, provided Seller exercises due diligence in promptly notifying Buyer of conditions causing delay or, if Seller's delay is caused by the default of a subcontractor or supplier, if such default arises out of cause beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the supplies or services to be furnished by them were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.

**CHANGES:** Buyer shall have the right by written notice to change the extent of the work covered by the contract, the drawing, specifications, or other descriptions herein, the time, method or place of delivery or the method of shipment or packaging or to suspend work. Upon receipt of any such notice, Seller shall proceed promptly to make the changes in accordance with the terms of the notice. If any such change causes an increase or

decrease in the cost or performance or in the time required for performance, an equitable adjustment shall be negotiated promptly and the contract modified in writing accordingly.

Seller shall deliver to Buyer as promptly as possible and in any event within thirty (30) days after receipt of change notice, a statement showing the effect of any such change in the delivery dates and prices, such statement to be supplemented within thirty (30) days from the date thereof by detailed specification of the amount of the price adjustment and supporting cost figures. Failure of Seller to submit the statements within the time limits stated shall constitute its consent to perform the change without increase in prices without the claim for material rendered obsolete and without change in delivery schedule.

**TERMINATION:** The performance of work under this contract may be terminated in whole or from time to time in part by Buyer.

**COMPLIANCE WITH LAW:** Seller shall in the performance of the contract comply with all applicable laws, regulations, ordinances, proclamations, demands and requisitions of the City of Manhattan Beach or State of California.

**ASSIGNMENT OR CONTRACT:** None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned nor shall Seller subcontract for completed or substantially completed Articles or major components thereof without Buyer's prior written consent. Any assignment to which Buyer consents shall be subject to set off or recoupment for any present or future claim which Buyer may have against Seller.

**ADVERTISING:** Seller shall not, without first obtaining written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the articles.

**INDEMNITY:** To the fullest extent permitted by law, Seller shall, at its sole cost and expense, defend, hold harmless and indemnify Buyer and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those agents serving as independent contractors in the role of City of Manhattan Beach officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Seller, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Seller shall bear the legal liability thereof) in the performance of this contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Seller shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. Seller's indemnifications and obligations under this

Section shall survive the expiration or termination of this Agreement.

**INSURANCE:** Seller shall provide proof of insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage per project or location.

B. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

C. Additional Insured. The commercial general liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

**WAIVERS:** The failure of the Buyer to insist, in any one or more instances, upon the performance of any to the terms, covenants of conditions or this contract or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise if such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

**GRANTS DEBARMENT POLICY:** Seller guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state-funded health care program, or from receiving Federal funds as listed in the List of parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this contract, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state-funded health care program, as defined by 42 U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the Buyer harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.