PURCHASE ORDER REQUISITION

Requested By:	Department:
Tony Delcastillo	O&M
Purpose/Use:	
Vegetation Management	
Vendor Name:	**Vendor Address:**
Aqua Terra	144 Duane Ln. Martinez, CA 94553
Vendor Phone:	
925-235-8200	
Employee Signature	
Tony Delcastillo — Digitally signed by Tony Delcastillo Date: 2025.09.29 12:32:43 -07'00'	

Date Requested:
9/29/25
Date Needed:
10/1/25
Account Number:
4227.2
Vendor Contact:
Tyler Fowler
Vendor Contact Email:
weareaquaterra@gmail.com

Item No:	Product/Service Description	QTY	Unit Price or Annual Amount	Total
1	See notes for details.	1	$36,000.00	$36,000.00

Notes

For aquatic vegetation treatment in main canal system to treat Coontail moss.

Subtotal	$36,000.00
Shipping	
Tax	
Total	$36,000.00

Approvals			Approved?	Vendor EIN on File?
Name 1	**Signature 1**	**Date**	**Yes**	**Yes**
Gabe Holleman	Gabe Holleman — Digitally signed by Gabe Holleman Date: 2025.09.29 12:47:10 -07'00'	9/29/2	✔	☐
Name 2	**Signature 2**	**Date**	**No**	**No**
			☐	☐
Comments			**P.O. Number**	

PURCHASING DEPARTMENT USE ONLY

updated 10-1-2024

TERMS AND CONDITIONS

1.) CONTRACT: Unless Reclamation District 1000 ("District") and the Contractor have both signed a separate written agreement, or the District is procuring goods through a cooperative agreement, this Purchase Order ("PO") and any referenced attachments constitute the District's offer to Contractor and shall become a binding Contract on Contractor's acceptance through acknowledgment or commencement of performance.

2.) DELIVERY: All shipments are F.O.B. destination with freight prepaid unless otherwise stated in the IFB. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products and/or services deemed necessary under this Contract. The District reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

3.) TIME FOR DELIVERY: Time is of the essence in the delivery of services and/or items procured through this Contract. Contractor shall notify the District department if unable to make delivery on or before the Due Date. Periods of performance may be extended if, in the sole opinion of the District, the cause of delay justifies an extension.

4.) MISCELLANEOUS CHARGES: No additional charges shall be allowed unless specified in this Contract, including but not limited to: charges for transportation, fuel surcharges, containers, and packing.

5.) HOLD HARMLESS: The Contractor shall defend, indemnify, and hold Reclamation District 1000, its officers, agents, and employees, harmless from and against any and all claims, actions, costs, proceedings, damages, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the Contractor's or the District's use of any copyrighted, or non-copyrighted composition, process, patented or non-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at Contractor's expense, any and all actions brought against Reclamation District 1000 or themselves because of unauthorized use of such articles.

6.) EXCISE TAX: Reclamation District 1000, as a government agency, is exempt from the payment of Federal Excise Tax. An exemption certificate will be issued upon request. If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price.

7.) SALES AND USE TAX: The District is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item. On out-of-state purchases, the Contractor shall list their Use Tax Permit Number issued by the California State Board of Equalization which authorizes the Contractor to charge and collect California Sales Tax. The PO will include sales tax, if applicable to the purchase, regardless of whether an out-of-state collects California State sales tax or not. The District shall pay Use Tax directly to the Board of Equalization if the out-of-state Contractor is not required to collect California Sales Tax.

8.) LICENSES AND PERMITS: The Contractor represents and warrants that the Contractor has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to furnish supplies and/or services under the Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

9.) GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELING CHEMICALS: It is mandatory for a manufacturer, supplier, or distributor, to supply a SDS (Safety Data Sheet) with the first shipment of hazardous material to each District location receiving the material. Also, when the content of a SDS is revised, the Contractor is required to provide a revised SDS to each District location receiving the material.

10.) CONTRACTOR COUNTEROFFERS AND DIFFERENT TERMS AND CONDITIONS: The District's subsequent performance shall not be construed as either acceptance of additional and/or different Terms and Conditions or a counteroffer by the Contractor, nor shall the District's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the Terms and Conditions contained herein. All materials and/or services supplied by the Contractor shall conform to the applicable requirements of the State and Federal laws, as well as conforming to the requirements contained herein. The California Commercial Code shall apply except as otherwise provided in the Contract.

11.) INSPECTION AND ACCEPTANCE: Inspection and acceptance will be at the destination (the "Ship To:" address), unless otherwise stated. Risk of loss will be on the Contractor until the delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the District. Notwithstanding the requirements for any District inspection and test contained in specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the District, the Contractor shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified herein. The cost of storing rejected material and the cost of shipping rejected material back to the origin point shall be borne by the Contractor.

12.) VARIATIONS IN QUANTITY: No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.

13.) DEFAULT BY CONTRACTOR: In case of default by the Contractor, Reclamation District 1000 reserves the right to procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and actual cost thereof to Reclamation District 1000. Prices paid by the District shall be considered the prevailing market price at the time such purchase is made.

14.) PAYMENT TERMS: Payment terms are Net 30 days unless otherwise indicated and accepted by the District. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of the invoice, whichever is latest.

15.) INVOICING: Invoice shall be submitted to the "Bill To:" address specified in the PO. The invoice shall contain the following information: PO number, unique invoice number, description of supplies or services, item numbers, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of the shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the District when the District determines, in its sole discretion, that the amount due on such partial deliveries warrants. Requests for payment status should be addressed to the District department as indicated in the "Bill To:" address.

16.) COMMERCIAL WARRANTY: The Contractor agrees that the supplies and/or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District at law or equity or by any other clause of this Contract.

17.) SEVERABILITY: If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable the remainder of the Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by the law.

18.) BINDING EFFECT / ASSIGNMENT OF CLAIMS: This Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the parties. Claims for monies due or to become due under this Contract shall be assigned only with prior written consent of the District Manager or his/her designated representative.

19.) GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over the persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

Revised 01/08/2024