Purchase Order

CITY OF LOMPOC, PURCHASING,
100 CIVIC CENTER PLAZA, LOMPOC, CA 93436-6916

Vendor Information	PO Number and Terms (PO number must appear on invoice)	
WSP USA INC. 1000 Enterprise Way, Suite 190 ROSEVILLE, CA 95678 Email: Lindsey.Angell@wsp.com Vendor # 2875	**PO Number**	**C260196**
	Requisition Number	**160561**
	Payment Terms	**NET 30**
	Shipping Terms	**FOB DESTINATION**
	Buyer Name	**Theresa Hernandez**
	PO Date	**07/22/2025**

Ship Order to: City of Lompoc	Billing: email PDF to ap@ci.lompoc.ca.us or US mail to
700 AVALON STREET **LOMPOC, CA 93436**	**City of Lompoc** **Accounts Payable** **100 Civic Center Plaza** **Lompoc, CA 93436-6916**

Item#	Description	Qty	Unit	Unit Price	Extension
	Landfill Gas Monitoring and Compliance Reporting				
1		1.0	FY	$220,000.00	$220,000.00

CONTRACT PURCHASE ORDER FOR LANDFILL GAS OPERATIONS, MONITORING, AND COMPLIANCE REPORTING Per Proposal No. 2025US432313 dated 07/17/25

TERM: JULY 1, 2025 through JUNE 30, 2026

FISCAL YEAR 2026 BUDGET AMOUNT: $220,000.00

This CPO Replaces and supersedes any prior years for the same service.

INVOICES must include CPO NUMBER, and shall be emailed in PDF to AP@CI.LOMPOC.CA.US
If applicable, sales tax must be added to the invoice.

THE FOLLOWING ATTACHMENTS ARE PART OF THIS AGREEMENT:
- PO terms and conditions.
- Invoice billing instructions
- Professional Service Agreement
- Insurance requirements "Attachment A", required for on-site services

** The City reserves the right to cancel or revise this order at any time by issuing a written change order.

*** No work shall be performed on City premises without prior clearance by the office of the purchasing agent.
*** It is your responsibility to assure insurance is current while this Contract Purchase Order is in effect.

Firms performing services in the City of Lompoc must have a current City Business Tax Number. Please call the City Clerk office at (805) 875-8242 for information. To accept this Contract Purchase Order, sign below and return this copy by FAX to (805) 735-7628 or email to t_hernandez@ci.lompoc.ca.us.

Signature Date

Print Name

Email Fed. Tax ID #

********** GL SUMMARY **********

759SWL - 536210 $220,000.00

Theresa Hernandez 07/29/2025
Christine Donnelly 07/29/2025
Dean Albro 07/29/2025
Theresa Hernandez 07/30/2025

CONTINUED ON NEXT PAGE

By: Christine Donnelly
Management Services Director

Item#	Description	Qty	Unit	Unit Price	Extension
			Subtotal		$220,000.00
			Total Sales Tax		$0.00
			Total Freight		$0.00
			Total Discount		$0.00
			Total Credit		$0.00
			PO Total		**$220,000.00**

CITY OF LOMPOC
PURCHASE ORDER
TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS OF THIS ORDER:** This order is limited to the terms and conditions herein, unless expressly agreed in writing by the City. For purposes of this order, Vendor shall mean the person providing service/supplies hereunder.

2. **SELL OR ASSIGN:** Vendor has no right to sell, assign, or transfer any obligations resulting from this order without the specific written consent of the Purchasing and Materials Manager.

3. **COMPLIANCE WITH LAWS/HOLD HARMLESS:** All services and goods provided hereunder shall comply with all applicable federal, state, and local laws and regulations. Vendor further agrees to indemnify, defend, and hold harmless the City and each of its officers. officials and employees against any claim, loss, damages, award, liability and costs, including reasonable attorneys' fees and court costs, arising from an act or omission of Vendor in the performance of this order.

4. **TAXES:** This order is subject to California Sales Tax. The City is exempt from Federal Excise Tax.

5. **WARRANTY:** Vendor fully warrants all materials and equipment, including without limitation, any optional equipment purchased by the City under the terms of this order, against poor and inferior quality and workmanship of equipment, labor and materials, for one year after the date of final acceptance by the City, unless otherwise stated hereon.

6. **LAWS GOVERNING CONTRACT:** This order is governed by the laws of the State of California. Vendor further stipulates this order was entered into in the State of California, and the County of Santa Barbara is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.

7. **BUSINESS TAX NUMBER:** Vendor must have a current and valid City of Lompoc Business Tax Certificate and pay applicable Business Taxes. Please contact the City Clerk Office at 805 875-8242 for information.

8. **AUTHORIZED DISTRIBUTOR:** Vendor represents Vendor is an authorized distributor of the product to which this order may apply. The City reserves the right to cancel this order, at any time, if City determines Vendor is not an authorized distributor of the product ordered.

9. **NEWEST MAKE & MODEL:** All products provided pursuant to this order shall be of the newest make and model available, unless otherwise stated herein.

10. **INSURANCE:** If Vendor performs work on City premises, then Vendor shall possess a current approved certificate of insurance, a copy of which is on file with the Purchasing and Materials Manager prior to the performance of work

11. **PREVAILING WAGES:** If Vendor is performing work exceeding a combined labor and materials costs of $1,000.00 such works are considered "Public Works" when they include services for construction, alteration, demolition or repair work, and maintenance services and must comply with California Labor Code Sections 1773.2, 1776 and 1777.5. This is notice that contractor/s and subcontractor/s must register with the California Department of Industrial Relations (DIR) and that: This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors may be required to furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

12. **PAYMENT:** Payment will be made only upon receipt of all materials, services, and invoices, which are as specified and in accordance with the terms of this order, unless otherwise stated herein.

13. **REJECTION OF MATERIALS/SERVICES:** All materials and services furnished shall be as specified and are subject to inspection and approval by the City. The City reserves the right to reject any material or service which does not comply with the specifications or terms of this order.

14. **F.O.B. POINT:** All orders are shipped F.O.B. Destination.

15. **TITLE:** Except as, otherwise expressly provided herein, title to and risk of loss on all items shipped by Vendor or Vendor's agent to the City shall pass to the City upon the City's inspection and acceptance of such items at the City's premises.

16. **SHIPPING & HANDLING CHARGES:** Shipping, handling, packing, transportation, and any other fees or charges are not allowed, unless specified otherwise herein.

17. **DELIVERY ADDRESS:** Vendor shall deliver to the delivery address indicated on this order. Deliveries received at other locations may not be accepted.

18. **PRODUCT LIABILITY:** Vendor certifies insurance covering product liability, if any malfunction occurs causing property damage or personal injury, is in full force and effect, and agrees to indemnify, hold harmless, and defend City and each of its officers, officials and employees from any claim, loss, damages, award, liability and costs, including reasonable attorneys' fees and court costs arising therefrom.

19. **DEFAULT BY VENDOR:** The City reserves the right to cancel at any time any or all items not delivered or services provided, as directed and within the time specified. In case of default by Vendor, the City may procure the goods or services from any source available and charge the difference between the price named in this order and the actual cost hereof to the Vendor. Prices paid by the City are considered at the prevailing market price at the time such purchase is made.

20. **CHANGES IN ORDER:** No alteration or variation of terms of this order is valid unless made in writing and signed by the Purchasing and Materials Manager. No oral understandings or agreements not incorporated herein, and no alterations or variations of the terms herein are valid, unless made in writing between the parties hereto.