



**AFFILIATED AGENCIES**

*Orange County  
Transit District*

*Local Transportation  
Authority*

*Service Authority for  
Freeway Emergencies*

*Consolidated Transportation  
Service Agency*

*Congestion Management  
Agency*

May 6, 2022

Ladies/Gentlemen:

**SUBJECT: REQUEST FOR QUOTATION (RFQ) 2-2508  
“Service and Repairs of Steam Cleaning and Pressure Washing Equipment”**

The Orange County Transportation Authority (Authority) requests quotes for service and repairs of steam cleaning and pressure washing equipment.

The budget for this effort is \$50,000.00 for a three (3)-year term.

Quotes must be submitted on **Exhibit C, entitled “Price Summary Sheet”** at or before **11:00 a.m., May 23, 2022** via Email to [kignacio@octa.net](mailto:kignacio@octa.net) specifying the following on the subject line:

**“RFQ 2-2508, Service and Repairs of Steam Cleaning and Pressure Washing Equipment”**

Quotes received after the date and time specified will not be accepted. Questions, clarifications and approved equal requests shall be submitted in writing to [kignacio@octa.net](mailto:kignacio@octa.net) no later than 5:00 p.m., May 12, 2022. On the email subject line, please specify: **“RFQ 2-2508 - Written Questions”**. Responses will be posted no later than May 13, 2022.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net/>.

The successful firm will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

Firms must submit pricing on all line items on Exhibit C in order to be considered responsive.

Any contract or purchase order awarded as a result of this RFQ 2-2508 will be to the overall lowest responsive and responsible firm. If you have any questions, I can be reached via email at [kignacio@octa.net](mailto:kignacio@octa.net).

**Enclosures:**

Exhibit A – Scope of Work

Exhibit B – Quotation Form

Exhibit C – Price Summary Sheet

Exhibit D – Insurance Requirements

Exhibit E – Level 1 Health, Safety and Environmental (HSE) Specifications

Exhibit F – General Provisions

Exhibit G – Verification of Work

**SCOPE OF WORK****Service and Repairs of Steam Cleaning and Pressure Washing Equipment****General Requirements**

Contractor to provide all equipment, personnel, materials, and parts to perform a monthly preventative maintenance service and corrective maintenance as required for the following steam cleaners and high-pressure washers at the Orange County Transportation Authority (Authority).

**Service Locations and Equipment:**

Item	Location	Qty	Description
1.	Garden Grove Base 11790 Cardinal Circle Garden Grove, CA, 92643	1	Steam Cleaning Area: Karcher, Model HDS 5.0/23 Ec ST NG, Serial #11097320000024, 2300 PSI, 5 GPM, 11 A, 3 PH, 460 V, 439000 BTU
		1	Bus Wash Pump Room: Hotsy, Model 009230, Serial #H32227 0995, 2000 PSI, 10 GPM, 480 V, 3 PH, 21 A
2.	Anaheim Base 1717 Via Burton Way Anaheim, CA, 92805	1	Bus Wash Pump Room: Karcher, Model HDS 5.0/23 Ea ST NG, Serial #11097300000049, 2300 PSI, 5 GPM, 230V, 36 A, 1-Phase, 439000 BTU
		1	Bus Wash Pump Room: Hotsy, Model 009230 Serial #H32228 0995 2000 psi, 480 V, 20 A, 3 PH
3.	Irvine Base 14736 Sand Canyon Road Irvine, CA, 92714	1	Steam Cleaning Area: Karcher, Model HDS 5.0/23 Ec ST NG, Serial #11097320000025, 2300 PSI, 5 GPM, 11 A, 3 PH, 460 V, 439000 BTU
		1	Bus Wash: Hotsy, Model 2435, Serial #H1002-71266, 2000 PSI, 11 GPM, 460 V, 23 A, 3 PH
4.	Irvine Base Construction Circle 16281 Construction Circle West Irvine, CA, 92606	1	Steam Cleaning Area: Hydro Engineering, Model #4/3000 CLGV, 325000 BTU, 7.5 HP, 480 V, 3 PH  Coast Pneumatics Pump: EZ 3042, Series 44

5.	Santa Ana Base 4301 W. Mac Arthur Blvd. Santa Ana, CA, 92704	1	Steam Rack: Alkota, Model 8251, Serial #229392, 460 V, 3 PH, 20A, 880000 BTU
		1	Detail Cleaning Area: Alkota, Model 830S, Serial #229402, 460 V, 3 PH, 27 A, 20 HP
		1	Bus Wash Pump Room: Alkota, Model 830S, Serial #229431, 460 V, 3 PH, 27 A, 20 HP

On an as-needed basis, provide all equipment, personnel, materials and parts to perform preventative maintenance service and corrective maintenance as required for the following unit:

6.	Santa Ana Base 4301 West MacArthur Boulevard Santa Ana, CA, 92704	1	Steam Cleaner mounted on a single axle trailer: Coxwell, Model 125-4-200, Serial #492
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### **Monthly Preventative Maintenance Inspection**

Contractor shall provide monthly preventative maintenance inspections (PMI), which shall include the following inspection points and any other service recommended by the manufacturer.

1. Fill all fluid levels. Fluids costs included in the PMI.
2. Drain and set shock dampening system.
3. Set pump capacity.
4. Clean filter or replace filter if necessary. Filters costs included in the PMI.
5. Check pressure and tips on spray wands. Replace tips if worn, rounded, blocked or distortion of spray pattern billable on a time and materials repair.
6. Check water flow (to include full inspection of the reservoir system.)
7. Adjust regulator.
8. Check burner.
9. Adjust air flow.
10. Seal and/or tighten connectors.
11. Adjust fuel pressure.
12. Clean burner nozzle as part of PMI or replace damaged or worn burner nozzle billable on a time and materials repair.
13. Check for leaks.
14. Check water pump.
15. Check oil and replace oil when needed. . Oils included in the cost of the PMI.
16. Check electric motor.
17. Check belts for excessive wear. Replace worn belts as required, billable as a time and materials repair.

18. Check electric switches and connections.
19. Check wands, hoses and injectors (check for improper operator use.)
20. Descale as required billable as a time and materials repair.
21. Perform manufacturer's required preventative maintenance.
22. Set unit(s) to operate within factory standards.
23. Instruct on-site personnel on the proper use of equipment and daily maintenance.
24. Prepare a written report on necessary repairs or potential problems beyond preventative maintenance inspection requirements.
25. Inspect and clean the soap injection system.
26. Full inspection of all gauges and meter devices

### **Schedule of Work**

Contractor shall coordinate work schedule with the Authority staff and shall accomplish all work in such a manner as to eliminate lengthy equipment downtime. Contractor shall respond to the site within twenty-four (24) hours of notification for emergency repairs and shall complete such emergency work within twenty-four (24) hours.

In the event the equipment cannot be repaired within twenty-four (24) hours, the Contractor shall supply a portable replacement unit of sufficient size and capacity to satisfy the Authority's requirements. The Authority may require a temporary replacement unit for reasons other than a "down" unit.

Contractor shall have a fully stocked repair vehicle to minimize down time. Vehicles shall be stocked with factory approved repair parts.

All parts used to repair Authority's high pressure washer units must be manufacturer approved replacement parts.

All work requirements, beyond those items included in the preventative maintenance inspection, shall have written approval from the Authority staff prior to starting repairs.

### **Final Inspection**

All work performed by the Contractor shall be inspected by the Authority's staff prior to departing premises. The Contractor shall complete a Verification of Work Form (Attachment 1) and forward the form to the Authority's staff.

**QUOTATION FORM**

REQUEST FOR QUOTES (RFQ): 2-2508

DESCRIPTION OF WORK: Service and Repairs of Steam Cleaning  
and Pressure Washing Equipment

BIDDER'S NAME AND ADDRESS

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NAME OF AUTHORIZED  
REPRESENTATIVE

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TELEPHONE NUMBER

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EMAIL ADDRESS

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**Purchase Order**

Effective **June 1, 2022 through May 31, 2025** for a three (3)-year term for the Orange County Transportation Authority's requirements for service and repairs of steam cleaning and pressure washing equipment. Prices quoted shall remain firm for the term of the Purchase Order.

By submitting a Quote, Firm agrees to the terms and conditions as stated in Exhibit D "Insurance Requirements", Exhibit E "Level 1 – Health, Safety and Environmental Specifications" and Exhibit F "Orange County Transportation Authority – General Provisions" which by this reference are incorporated herein.

**Evaluation for Award**

The Authority shall award to the lowest, responsive, responsible Firm.

Firm must quote on all items on Exhibit C, Price Summary Sheet, or shall be deemed non-responsive.

This quotation shall remain firm for \_\_\_\_\_ days from the date of quote.  
(Minimum 120)

AUTHORIZED TO BIND QUOTE: \_\_\_\_\_

PRINT SIGNATOR'S NAME AND TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**IF NOT QUOTING, PLEASE LIST REASON(S) BELOW:**

**PRICE SUMMARY SHEET**

Enter below the fully-burdened monthly rates, which include all of the direct and indirect costs of providing the services, travel time, trip charge, overhead, freight, applicable sales tax and profits. Estimated quantities are for evaluation purposes only and do not guarantee any maximum or minimum usage. TRIP OR FUEL CHARGES ARE NOT PERMITTED.

**THREE (3)-YEAR TERM: EFFECTIVE JUNE 1, 2022 THROUGH MAY 31, 2025**

**Preventative Maintenance**

Item	Description	Units of Measurement	Unit Price Effective 06/01/2022 Through 05/31/2025	Estimated QTY	Extended Price
1	Garden Grove Base	Monthly	\$	36	\$
2	Anaheim Base	Monthly	\$	36	\$
3	Irvine Base	Monthly	\$	36	\$
4	Santa Ana Base	Monthly	\$	36	\$
5	Irvine Construction Circle Base	Monthly	\$	36	\$
6	Santa Ana Base	Monthly	\$	36	\$

**Total for "Preventative Maintenance" Table**      \$ \_\_\_\_\_

**Parts/Equipment**

Item	Description	Units of Measurement	Unit Price Effective 06/01/2022 Through 05/31/2025	Estimated QTY	Extended Price
1	Temporary Rental of Replacement Steam Cleaner	Daily	\$	5	\$
2	Temporary Rental of Replacement Steam Cleaner	Weekly	\$	5	\$
3	Temporary Rental of Replacement Steam Cleaner	Monthly	\$	5	\$

**Total for "Parts/Equipment" Table****\$ \_\_\_\_\_**

All parts used that are related to any repairs shall be invoiced at cost. Vendor shall provide supporting documentation to confirm the actual cost of all replaced parts. Payments are contingent upon vendor providing proof of cost.

**Service Labor**

Item	Description	Units of Measurement	Unit Price Effective 06/01/2022 Through 05/31/2025	Estimated QTY	Extended Price
1	Labor Rates Monday thru Friday 8:00 a.m. - 5:00 p.m.	Hourly	\$	20	\$
2	Labor Rates - All other times including weekends and holidays	Hourly	\$	5	\$

**Total for "Service Labor" Table****\$ \_\_\_\_\_****Grand Total (Sum of all Tables)****\$ \_\_\_\_\_**



**Insurance Requirements**

A. Contractor shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. Contractor shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;

3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the Authority, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by Authority within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the Authority. Furthermore, Authority reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

C. Contractor shall include on the face of the certificate of insurance the Agreement Number C-2-2508 and, the Contract Administrator's Name, Kevin Ignacio.

D. Contractor shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of Contractor as provided in the Agreement. Subconsultants will be required to include Authority as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

E. Insurer must provide Authority with at least thirty (30) days' prior notice of cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

## **LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS**

### **PART I – GENERAL**

#### **1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

#### **1.2 REGULATORY**

- A. Injury/Illness Prevention Program  
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier Contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- B. Substance Abuse Prevention Program  
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program  
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program  
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
  - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan  
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
  - 1. Damage incidents of property (incidents involving third party, Contractor or Authority property damage);
  - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
  - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
  - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to Contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
  2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
  3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
  4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

#### 1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the Contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.

- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

#### 1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

#### 1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

**Orange County Transportation Authority - GENERAL PROVISIONS**

1. **INSPECTION AND ACCEPTANCE** - All items are subject to final inspection and acceptance by AUTHORITY at destination notwithstanding any payment, passage of title, or prior inspection or test at SELLER's facilities. Final inspection will be made within a reasonable time after receipt of items hereunder. SELLER shall notify AUTHORITY of any known nonconforming product that is expected to be delivered or has been delivered. AUTHORITY shall have authority to approve or refuse identified nonconforming product. Defective goods may be returned at SELLER's expense.
2. **CHANGES** - By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by SELLER. If any such change causes an increase or decrease in the price of this agreement or in the time required for its performance, SELLER or AUTHORITY shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing herein shall excuse SELLER from proceeding immediately with the agreement as changed.
3. **DEFAULT AND EXCESS REPROCUREMENT LIABILITY** - AUTHORITY may terminate this agreement if a federal or state proceeding for the relief of debtors is undertaken by or against SELLER, or if SELLER makes an assignment for the benefit of creditors, or if SELLER fails after reasonable notice by AUTHORITY to cure a deficiency in performance or lack of progress thereto. AUTHORITY shall have such additional remedies as may be available whether or not it so terminates this agreement, including, but not limited to, payment by SELLER to AUTHORITY of expenses incurred by AUTHORITY in reprocurring elsewhere the same or similar items or services defaulted by SELLER hereunder, provided SELLER's reprocurement expenses obligation shall be limited to the excess costs above the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or suppliers in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTS** - Neither this agreement nor any interest herein nor claim hereunder may be assigned by SELLER, either voluntarily or by operation of law, nor may all or substantially all of the agreement be subcontracted by SELLER without AUTHORITY's prior written consent. AUTHORITY's withholding of consent shall not be deemed to relieve SELLER of its obligations to comply fully with the requirements hereof.
6. **FEDERAL, STATE, AND LOCAL LAWS** - SELLER warrants that, in the performance of this agreement, it shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.
7. **INFRINGEMENT INDEMNITY** - In lieu of any other warranty by AUTHORITY or SELLER against infringement, statutory or otherwise, it is agreed that SELLER shall defend, at its expense, any claim or suit against AUTHORITY based on a claim that any item furnished under this agreement or the normal use or sale thereof infringes any United States Letters patent or copyright, and SELLER shall pay all costs and damages finally awarded in any such suit or claim, provided that SELLER is notified in writing of the suit or claim and given authority, information, assistance at SELLER's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, SELLER, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY, and extend this patent indemnity hereto.
8. **TITLE AND RISK OF LOSS** - Unless otherwise provided in this agreement, SELLER shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery, title shall pass from SELLER, and SELLER's responsibility for loss or damage shall cease, except for loss or damage resulting from SELLER's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by AUTHORITY.
9. **NOTICE OF LABOR DISPUTE** - Whenever SELLER has knowledge that any actual or potential labor dispute may delay this agreement, SELLER shall immediately notify and submit all relevant information to AUTHORITY. SELLER shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

10. **EQUAL EMPLOYMENT OPPORTUNITY** - In connection with the execution of this agreement, the SELLER shall not discriminate against any employee or applicant because of race, religion, color, sex or national origin. The SELLER shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include pay, or other forms of compensation and selection for training, including apprenticeship.
11. **TERMINATION FOR CONVENIENCE** - AUTHORITY may terminate this agreement for its convenience at any time, in whole or in part, by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. AUTHORITY shall pay SELLER its allowable costs incurred to date of termination and those costs determined by AUTHORITY to be reasonably necessary to effect such termination. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.
12. **AUDIT AND INSPECTION OF RECORDS** - SELLER shall provide AUTHORITY such access to SELLER's books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.
13. **TIME IS OF THE ESSENCE** - Time is of the essence in the performance of this agreement. SELLER's delivery of the items and related data and/or documentation and/or performance of required services in accordance with the schedule are a material requirement of this agreement.
14. **WARRANTY** - SELLER warrants to AUTHORITY, its successors and customers that all items furnished to AUTHORITY will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this agreement and will be performed to the highest standards of workmanship in the industry. These warranties are in addition to all other warranties, express, implied or statutory. In addition, the warranties set forth in this section shall survive any inspection, delivery, acceptance or payment by AUTHORITY.
15. **FORCE MAJEURE** - Either party shall be excused from performing its obligations under this agreement 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.
16. **GOVERNING LAW** - The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.
17. **SEVERABILITY** - If any term, provision, covenant or condition of this agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and each term, provision, covenant or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **NOTICES** - All notices hereunder and communications regarding the interpretation of the terms of this agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the agreement.
19. **COMPLETE AGREEMENT** - This agreement, the purchase order, and any attachments thereto or referenced therein, constitute the complete and exclusive statement of the term(s) and condition(s) of this agreement between SELLER and AUTHORITY and supersede all prior representations, understandings, and communications



# VERIFICATION OF WORK

Facilities Maintenance Contractors

- ☐ Administration Building (*Orange*)
- ☐ Anaheim (*Base 6*)
- ☐ Garden Grove (*Base 4*)
- ☐ Irvine Sand Canyon (*Base 7*)
- ☐ Irvine Construction Circle (*Base 2*)
- ☐ Santa Ana (*Base 1*)
- ☐ Brea Park & Ride
- ☐ Fullerton Park & Ride
- ☐ Fullerton Transportation Center
- ☐ Golden West Transportation Center
- ☐ Laguna Beach Transportation Center
- ☐ Laguna Hills Transportation Center
- ☐ Tustin Transportation Center
- ☐ Newport Beach Transportation Center

Date: \_\_\_\_\_

Time In: \_\_\_\_\_

Time Out: \_\_\_\_\_

OCTA WO #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to verify that \_\_\_\_\_ persons were on duty this date and that all services, as called  
for in the contract were actually performed.

Number

Signed: \_\_\_\_\_  
Contractor's Representative

Verified: \_\_\_\_\_  
OCTA's Representative