

Conditions: The following OCFA standard work order conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work. Whenever used herein "OCFA" shall mean the Orange County Fire Authority, Orange County, California.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the state of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the OCFA: no exceptions, alternates, substitutes or revisions are valid or binding on the OCFA unless authorized by the OCFA in writing. If any conditions conflict with the provisions of the written agreement, the provisions of the written agreement shall govern.
3. **Delivery:** Time of delivery is the essence of this contract. The OCFA reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind OCFA to accept future shipments, nor deprive it of the right to return goods already accepted, at SELLER'S expense. Overshipment and undershipment shall be only as agreed to by OCFA.
4. **Risk of loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by OCFA. Payment shall be made after satisfactory acceptance of shipments by OCFA.
5. **Warranty:** SELLER expressly warrants that the goods covered by this order are free of liens, of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, uncured or sustained by OCFA 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. Contractor represents and warrants that the equipment provided under this agreement is designed to be used prior to, during, and after the calendar year 2000. The equipment provided will correctly differentiate between years that end in the same two digits, and will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the 20th and 21st centuries.
6. **Infringement:** SELLER shall indemnify and defend OCFA, 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 article or material furnished hereunder.
7. **Assignment:** Neither this order nor any claim against OCFA arising directly or indirectly 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 OCFA's prior written consent.
8. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, OCFA 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) OCFA 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) OCFA may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by OCFA shall be considered prevailing market price at the time such purchase is made.
9. **Labor Disputes:** 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 OCFA.
10. **Non-Discrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that he will not engage nor permit such subcontractors where applicable as he may employ, to engage in discrimination in the employment of persons because of race, color, sex, age, disability, national origin or ancestry, or religion of such person.
11. **Termination:** OCFA reserves the right to terminate this contract without penalty with cause immediately or without cause after 30 days written notice unless otherwise specified.
12. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax.

WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and worklike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor, shall obtain and maintain all building and other permits and licenses required by Public authorities in connection with performance of the work, and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent of OCFA.
14. **Indemnification:** Seller agrees to indemnify and hold harmless OCFA, its officers, employees and agents from any claims, demands or liability for injury to any persons or property, including contractor, its officers, employees or agents, OCFA, its officers, employees agents or other persons arising out of or resulting from SELLER'S performance under this contract, unless such injury is caused by the sole negligence or concurrent active negligence of OCFA, its officers, employees or agents. If SELLER'S negligence combines with OCFA'S negligence to cause injury, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Neither party shall request a jury apportionment.
15. **Safety/Liability Language:** In connection with the performance of this contract, OCFA shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. Contractor agrees that OCFA, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite.
16. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurance and limits not less than those specified (a) Worker's Compensation and Employers' Liability complying with any statutory requirements; (b) Comprehensive General Liability Insurance including a broad form Property Damage endorsement with a \$1,000,000 combined single limit each occurrence; (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with a \$1,000,000 combined single limit each occurrence; (d) Contractual Liability with \$1,000,000 combined single limit each occurrence. If OCFA so desires, these limits may be increased or decreased.
17. **Bill 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 work or the premises; but if any does so attach, SELLER shall promptly procure its release and indemnify OCFA against all damages and expense incident thereto.
18. **Bonds:** If OCFA so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no changes in the work or perform any additional work without OCFA'S specific written approval.
20. **Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event OCFA identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite OCFA is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. OCFA may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by OCFA to Contractor in accordance with the provisions of this Section shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against OCFA.**