





### GENERAL PROVISIONS

- I. **THE WORK.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials. The work shall be performed and completed under the general supervision of and subject to the approval of the authorized Manager of Maintenance and Operations or his/her designated representative. The Contractor shall warrant and guarantee that all work executed and materials furnished under this Order shall be free from defects, and performed in a workmanlike manner. Performance of the work and acceptance of payment shall deem consent by the vendor or contractor to the terms of the contract herein.
  - A. **FEES, PERMITS, LICENSES, PATENTS, ROYALTIES, PAYMENTS.**
    1. The Contractor and all its employees or agents shall secure and maintain in force such licenses and permits as and are required by law and shall conform to all Federal and State Laws, County Ordinances and Regulations, covering the work under this Order. All operations and materials shall be in accordance with the law.
    2. When appropriate the District may require the Contractor to obtain and pay for all permits and licenses required for performance of the work and shall give all necessary notices and shall deliver necessary certificates to the College when required and shall pay all royalties and license fees arising from the use of any material, machine, method or process used in performing the work under this Order.
  - B. **CLEANING.** At the completion of the work, the Contractor shall remove all rubbish and debris and properly clean the work area. Contractor shall not leave debris under, in, or about the premises.
  - C. **CORRECTIONS.** All corrections or clarifications to Services or Work Product provided by Contractor shall be performed by Contractor at no additional cost to the District.
  - D. **NOTICES.** Unless designated otherwise in writing, all notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the "Vendor" block of this Agreement.
- II. **COMPLIANCE WITH APPLICABLE LAW.** Contractor affirms that Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under the agreement. Contractor further agrees to make payments promptly when due to all persons supply to such Contractor, labor or materials for the prosecution of the work provided in this Agreement; pay all contributions or amounts due its workers' compensation insurer incurred in the performance of this Agreement; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay withholdings to the designated governmental agencies as required by law.
- III. **FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, the District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- IV. **INDEMNIFICATION.** Contractor agrees to defend, indemnify, save and hold harmless the District, its governing board, the individuals thereof, and all officers, agents, employees, representatives, and volunteers from and against any and all demands, debts, liens, claims, losses, damages, liability, costs expenses (including, but not by way of limitations attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to, death) to any person or property, including the District's resulting from a penalty or penalties self-assessed or assessed by any authorized body pursuant to statutes, rules or regulations governing worker's compensation claims, or arising from any negligence or omissions or error of Contractor, its employees, subcontractors, officers, representatives and/or agents in connection with the furtherance or performance of any provision of this Order. Contractor further agrees to waive all rights of subrogation against the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage. The terms of this shall survive termination and/or expiration of this Order.
- V. **INSURANCE.** Without limiting Contractor's indemnification and as material condition of this Order, Contractor shall maintain at its sole expense, for the duration of this order a program of insurance and provide evidence thereof, as required below, against claims for injury, damage or loss that may arise from or in connection with the performance or non performance of this Order by Contractor or any of its officers, agents, employees, or subcontractors.
  - A. **COVERAGES.** Contractor shall, at its own cost, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VI or better, or as otherwise approved by the District. Insurance shall include the following (or broader) coverage:
    1. Insurance Services Official Commercial General Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
    2. Insurance Services Office form CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limited of \$5,000,000 per accident.
    3. Worker's Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
  - B. The District, its governing board, the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be named as an additional insured on the general liability and automobile liability policies. A 'loss payee' endorsement covering the interest of the District should be endorsed onto the property policy.
  - C. Contractor shall furnish the District with certificates of insurance for all insurance required and with originals of the attached endorsement forms effecting coverage required by this Order. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall specifically reference this Order. All certificates of insurance and endorsements are to be received and approved by the District prior to initiation of work. The District reserves the right to require complete, certified copies of all required insurance policies at any time.
  - D. Any deductible or self-insurance retention shall be declared to the District. The District reserves the right to approve any such deductible or self-retention. At the option of the District, the policy shall be amended to reduce or eliminate such deductibles or self-insured retentions in respect to the District, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claims administration and defense fees, costs and expenses.
  - E. The Contractor's insurance shall be primary as respects the District. Any insurance or self-insurance maintained by the District shall be excess of Contractor's insurance and shall not contribute to it.
  - F. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District.
  - G. Contractor's insurance shall apply separately to each insured against which claim or suit is brought, except with respect to the limits of the insurer's liability.
  - H. The insurers of the Contractor shall agree to waive all rights of subrogation against the District.
  - I. Each insurance policy required by this Order shall be endorsed to state that except for non-payment of premium, in which case ten (10) days notice of cancellation shall be given, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  - J. Contractor shall cause all subcontractors to procure and maintain for the duration of any work, services or operations performed insurance to cover claims for injuries (including death), damage, or loss that may arise from or in connection with the performance or nonperformance or work, services, operations by the subcontractor, or any of its officers, agents, employees, representatives, or volunteers.
- VI. **NON-DISCRIMINATION.** By accepting this Order, the Contractor agrees to comply with the applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Government Code § 12900 et seq. and Labor Code § 1735.
- VII. **TAXPAYER IDENTIFICATION NUMBER DISCLOSURE.** Contractor agrees to provide the correct taxpayer ID number to the District for use in the administration of state, federal, and local laws.
- VIII. **WAGES.** In compliance with the California Labor Code, all workers employed by the Contractor or any subcontractor in the execution of this Order shall be paid not less than the general prevailing rate of per diem wages as listed in the current schedule of minimum prevailing wages.
- IX. **"WORK-FOR-HIRE" ARRANGEMENT.** While engaged in carrying out and complying with the terms and conditions of this Order, the Contractor is an independent contractor and not an officer, employee or agent of the District.
- X. **WORKPLACE SAFETY.** The Contractor agrees to comply with all CAL-OSHA requirements and to indemnify and hold the District harmless from any liability resulting from CAL-OSH requirements.