



GENERAL PROVISIONS

The captions or headings used in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this contract.

- I. **THE WORK.** The Contractor shall personally perform, in a manner consistent with the directives of the District, the services described on in this Agreement.
 - A. **TERM.** This Agreement shall be deemed effective on the date(s) so indicated. The District has the right, but not the obligation, exercised in its sole discretion to extend the period of time of the stated Term. Any such extension shall be in writing and executed as a formal Addendum to the original Agreement.
 - B. **BASIS OF COMPENSATION.** Contractor's full and exclusive remuneration for proper performance of services provided and for any and all other costs and expenses related to the performance of this Agreement are limited those specified in this Agreement that are (1) authorized by the District, in writing, to be performed; and (2) are properly performed by Contractor. No other separate compensation shall be provided as either remuneration or as reimbursement for costs and expenses incurred or paid by Contractor in connection with its performance of the services.
 - C. **MEETINGS, REPORTS, AND CERTIFICATIONS.** Contractor shall, in connection with its performance of the services, attend meetings with District personnel, provide reports and execute certifications or other documentation as reasonably requested by the District that are confirmatory of matters within the scope of the services required by this Agreement.
 - D. **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.
 - E. **PROJECT SUPERVISION.** The work shall be performed and completed under the general supervision of a designated departmental manager and subject to the approval of the authorized College Business Officer (CBO) or his/her designated representative.
 - F. **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 in connection with the furtherance or performance of any provision of this Agreement. 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 Agreement.
- 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 Agreement, 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 Agreement by Contractor.
- VI. **NON-DISCRIMINATION.** By accepting this Agreement, 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. **OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by Contractor in performance of the services described herein are the exclusive property of the District.
- VIII. **RECORDS ACCESS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. The duly authorized representatives of the District shall have access to the books, documents, papers and records of Contractor which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three (3) years from the date of the completion of work unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the agreement and for any commitments or expenditures in excess of amounts authorized by the District.
- IX. **SEVERABILITY.** If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- X. **SUBCONTRACTS AND ASSIGNMENTS:** Contractor shall not enter into any subcontracts for any of the work scheduled under this contract, or assign or transfer any of its interest in this Agreement, without obtaining prior written approval from Compton Community College District.
- XI. **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.
- XII. **TERMINATIONS.** This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the District may terminate this Agreement effect upon delivery of written notice to Contractor, or at such later date as may be established by the District, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement; or (b) Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from District, fails to correct such failures within ten (10) days. The rights and remedies of institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- XIII. **TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively-approved budgets of the District (or from applicable Federal, state, or other sources) to permit the District to exercise of its reasonable administrative discretion to continue this Agreement, or if institution or program for which this Agreement was executed is abolished, the District may terminate this Agreement without further liability by giving Contractor not less than thirty (30) days notice.
- XIV. **"WORK-FOR-HIRE" ARRANGEMENT.** While engaged in carrying out and complying with the terms and conditions of this Agreement, the Contractor is an independent contractor and not an officer, employee or agent of the District. As such, this arrangement does not meet the characteristics.
- XV. **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.