



GENERAL TERMS AND CONDITIONS

PUBLIC WORKS AND RELATED

1. **EQUIPMENT AND LABOR:** The CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the service herein described. The service shall be performed in a high quality, workmanlike manner at such times and places as directed by and subject to the approval of the authorized DISTRICT representative indicated.
2. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the CONTRACTOR for the service shall be subject to the approval of the DISTRICT. CONTRACTOR shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Workers' Compensation and public liability insurance.
3. **SAFETY AND SECURITY:** It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present.
4. **TERMINATION:** The DISTRICT may terminate Contract's services upon ten (10) days notice without cause and the CONTRACTOR shall be entitled to compensation based on the services completed to the satisfaction of the DISTRICT. The DISTRICT may terminate immediately upon default and may withhold from payments due CONTRACTOR on this or any other contract the amount necessary to complete the Services as scheduled.
5. **CHANGES:** No changes or alterations to this Agreement shall be made without specific prior written approval by the DISTRICT.
6. **DOCUMENT CONFLICT:** In case of conflict between specifications and drawings and/or actual site conditions, work shall immediately cease until the conflict is resolved by a DISTRICT representative. This document and any attachments referenced represent the entire agreement and shall be enforced and interpreted under the laws of the State of California. In the event any provision of the Contract conflicts with any attachments, the Agreement shall prevail. Should any provision of the Agreement be held invalid, the remainder of the Agreement shall be in full force and effect.
7. **WORKERS:** CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not fully skilled in work assigned to him. All conduct of CONTRACTOR, employees, agents, or guests shall be of a high professional standard. Any person in the employ of the CONTRACTOR whom the DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed without the written consent of the DISTRICT.
8. **SUBSTITUTIONS:** No substitutions of materials specified shall be made without the prior approval of the DISTRICT.
9. **CONTRACTOR SUPERVISION:** CONTRACTOR shall provide competent supervision of personnel employed on the job, use safe high quality equipment, and consistently deliver quality workmanship.
10. **STANDARD OF CARE:** Services performed by CONTRACTOR under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the same profession currently practicing in the same locality under similar conditions. If any of its completed products, installations, or services fail to conform to the above professional standard, or if property damage occurs (including damage to subsurface utilities or irrigation systems) as a direct result of CONTRACTOR's operations, CONTRACTOR will, at its own expense, perform all necessary services to correct such defects or arrange for the necessary repairs or restoration.
11. **CLEAN-UP:** CONTRACTOR shall remove and legally dispose of all waste off DISTRICT'S property. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **PROTECTION OF WORK AND PROPERTY:** The CONTRACTOR shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Contract services. In an emergency affecting life and safety of life or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury.
13. **OCCUPANCY: DISTRICT** reserves the right to occupy buildings at any time before contract completion, and such occupancy shall not extend the date specified for completion. Such occupancy shall not relieve CONTRACTOR of any duties or responsibilities under this Contract.
14. **INSPECTION OF SERVICES:** DISTRICT representatives shall at all times have access to work areas, whether it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access.
15. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the DISTRICT.
16. **DEFAULT:** Failure of the CONTRACTOR to comply with any of the terms or conditions of this Agreement shall constitute default by the CONTRACTOR.
17. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
18. **PERMITS AND LICENSES:** The CONTRACTOR and all of his employee or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or service herein listed.
19. **FORCE MAJEURE:** The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
20. **COVID-19 CONTRACTOR RESPONSIBILITIES.** Prior to commencing any work under this Purchase Order and/or Contract, CONTRACTOR shall be required to develop and submit to the DISTRICT its COVID-19 Exposure Response and Prevention Plan (the "Plan"). The Plan at a minimum shall require CONTRACTOR to immediately notify the DISTRICT of any possible COVID-19 infections or potential COVID-19 exposure events involving CONTRACTOR and any of its employees, subcontractors and/or suppliers performing work on DISTRICT property pursuant to the terms of this Purchase Order and/or Contract. The Plan shall be developed and based on information available from the CDC and OSHA, and shall be amended by CONTRACTOR as may be appropriate based on further information provided by the CDC, OSHA, and other public officials. CONTRACTOR shall promptly provide to the DISTRICT any amendments or revisions to its adopted Plan. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the DISTRICT reserves the right to inform any DISTRICT staff, employees, students, and/or visitors that an unnamed worker has been diagnosed with COVID-19 if any of the DISTRICT's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.
21. **INDEMNIFICATION:** CONTRACTOR and its successors or assigns agree to defend, indemnify and hold harmless the DISTRICT and its governing board, officers, employees, agents, subcontractors and volunteers from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent such are caused by, alleged to be caused by or arising out of:
 - (a) The negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractor, agents or employees;
 - (b) Any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or subcontractors;
 - (c) The use of any copyrighted materials or patented inventions; or
 - (d) CONTRACTOR's breach of its warranties or obligations under this Agreement.

22. **INSURANCE:** The CONTRACTOR shall maintain adequate insurance for protection from claims under Workers' Compensation acts and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Agreement. Failure to furnish the Agreement required insurance documents may be considered a material default of the CONTRACTOR.
23. **PAYMENT:** Unless otherwise specified, the CONTRACTOR shall render invoices referencing the Agreement and/or Purchase Order Number in duplicate for materials delivered or services performed under the Agreement. The DISTRICT shall make payment in full for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative. No progress payments shall be authorized unless specifically called for in the Agreement.
24. **CONTRACTOR STATUS:** While engaged in carrying out the terms and conditions of the Agreement, the CONTRACTOR is an independent contractor, and not an officer, employee, or agent of the DISTRICT.
25. **ANTI-DISCRIMINATION:** It is the Policy of the Cerritos Community College DISTRICT that all Contractors agree to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code Section 1410 and Labor Code Section 1735. In addition, the CONTRACTOR agrees to require like compliance by all subcontractors employed on the job.
26. **LABOR CODE:** CONTRACTOR shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch. 1 Articles 1-5, including the payment of the General Prevailing Wages. Copies of the prevailing rate of per diem wages are on file in the DISTRICT's Purchasing Office and on the California Department of Industrial Relations web site: <http://www.dir.ca.gov/>. If applicable statutes require payment of Prevailing Wages, CONTRACTOR shall maintain for audit by the DISTRICT, certified payroll records applicable to this Contract, stating wage rates, trades, payments made, and employee signatures. Copies of these records shall be furnished to the DISTRICT upon request.
27. **TIME:** Time is of the essence in this Agreement.
28. **DEBARMENT AND SUSPENSION.** In accordance with Executive Orders 12549 & 12689, Contractor certified by entering into this transaction, that neither it nor its principals is presently debarred, suspended, Proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
29. **APPLICABLE LAW.** At all times during the Term of this Purchase Order and/or Contract, the CONTRACTOR and all personnel providing or performing any of the CONTRACTOR obligations under this Purchase Order and/or Contract shall comply with all applicable laws, codes, ordinances, rules and regulations (including without limitation, the DISTRICT'S Board Policies and Administrative Procedures) which relate to: (i) the subject matter of this Purchase Order and/or Contract; (ii) mandated/prohibited public health and/or safety actions/conduct; or (iii) conduct while on DISTRICT property. Compliance with the foregoing shall not result in adjustment of the compensation due the CONTRACTOR, or the time for the time for completion of CONTRACTOR obligations under this Purchase Order and/or Contract.
30. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the state of California, with venue to be in Los Angeles County.
31. **DISPUTES AND CLAIMS:** If applicable, any disputes or claims regarding a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the DISTRICT under this Agreement; payment by the DISTRICT of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment for which is not otherwise expressly provided for or to which the CONTRACTOR is not otherwise entitled to; or an amount of payment disputed by the DISTRICT shall be subject to the claims process and requirements under Public Contract Code section 9204 which are incorporated herein by reference. If the CONTRACTOR requires a copy of Public Contract Code section 9204, the DISTRICT will provide a copy upon written request.

SPECIAL CONDITIONS

- A. The Purchase Order includes the terms and conditions as printed and set forth on these pages and as attached; and CONTRACTOR, by signing the Purchase Order, agrees to comply with said terms and conditions.
- B. The term "Purchase Order", "PO", or "Agreement", whenever appearing on the Purchase Order or these terms and conditions shall mean all pages of the Purchase Order issued to Contractor, these Terms and Conditions and Special Conditions on these pages, and any pages referenced and/or attached thereto, and shall be binding upon Contractor.
- C. Payment shall be made upon completion and acceptance of Work and receipt of proper invoice, net **30** days. All of CONTRACTOR'S direct and indirect expenses are included in the "Total PO Amount".
- D. **Director of Physical Plant and Construction Services and/or the assignee** shall inspect CONTRACTOR'S work and shall recommend acceptance to DISTRICT'S Board of Trustees, as appropriate.
- E. CONTRACTOR shall guarantee the workmanship, product, or service performed against defects or failures of materials during the performance of this Agreement for a period of **365** days from the date of acceptance by DISTRICT. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards
- F. **Insurance Certificates shall be submitted to DISTRICT with endorsements prior to starting work:**
 - Workers' Compensation and Employer's Liability Insurance – as required by Federal and California Law.
 - Commercial General Liability: \$1 Million combined single limit per occurrence including bodily injury, broad form property damage, written on an "occurrence" basis.
 - Automobile Liability; \$1 Million combined single limit covering all owned, non-owned and hired vehicles.All policies, excepting Workers' Compensation and Employer's Liability, shall be endorsed to include the Cerritos Community College District, as an additional insured and contain a Cross Liability or Severability Clause. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against Cerritos Community College District.