



MARIN COMMUNITY COLLEGE DISTRICT
835 College Avenue,
Kentfield, CA 94904

SHORT FORM OF AGREEMENT
FOR MOVING SERVICES

CONTRACTOR:

[Contractor Name]

[Date]

[Contractor Address]

[Contractor phone and fax]

I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") consist of:

Moving: _____

Packing: _____

Storage: _____

Planning: _____

Installation: _____

Other: _____

II. COMPENSATION FOR SERVICES

Contractor's total compensation for Services performed under this Agreement is \$_____ inclusive of reimbursable expenses to be paid as: (1) [] lump sum; (2) [] lump sum with progress payments; (3) [] per attached schedule of rates and charges, with a guaranteed not to exceed price of \$_____.

III. SCHEDULE OF PERFORMANCE

Contractor shall commence the Services by _____ and complete the Services by _____ or within [] days of commencement of the Services.

IV. TERMS AND CONDITIONS

- (1) Contractor shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- (2) The requisition number, purchase order number, District project number, Contractor's invoice number, and project name must appear on all invoices and correspondence. Send invoices, in duplicate, immediately upon performance to:

By U.S. Postal Service:

Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

By overnight and express delivery services:

Marin Community College District
c/o Swinerton Management & Consulting
835 College Avenue, Building MS-3
Kentfield, CA 94904

- (3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District.
- (4) Contractor must comply with **Appendix A.**
- (5) Contractor has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Section 6 relating to indemnity and liability.
- (6) This instrument is void to the extent it requires payment by the District of more than **[\$_____SUM OF WORK IN SECTION I.]**

CONTRACTOR

MARIN COMMUNITY COLLEGE DISTRICT

Name
Title

Date

Name
Title

Date

GENERAL TERMS AND CONDITIONS

1. Agreement Force and Effect. District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supercede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Contractor and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase Agreements and agreements between Contractor and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Contractor. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.
2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Contractor represents that it is skilled in the professional discipline necessary to perform the services (“**Services**”) under this Agreement. Contractor will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Contractor shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Contractor shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Contractor’s authorized representative is the individual signing this Agreement unless Contractor otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Contractor’s obligations under this Agreement.
3. Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Contractor’s work records. Contractor shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Contractor shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Contractor. Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Contractor shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.
4. Permits and Licenses. Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor’s sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. Equipment and Labor. Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the scope of Services described above.
6. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds.
7. Clean Up. Debris shall be removed from the Premises.
8. Independent Contractor. Contractor is an independent Contractor and does not act as District’s agent in any capacity, whatsoever. Contractor is not entitled to any benefits that District provides to District employees, including, without limitation, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Contractor’s provision of Services not the means, methods, or scheduling of the Contractor’s work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures

with respect to its provision of Services under this Agreement. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.

9. Indemnity/Liability. To the extent of its proportionate fault, Contractor shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together "**Indemnitees**"), from and against any and all claims and liability of any type resulting directly or indirectly from Contractor's negligent performance of this Agreement. Contractor shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnitees, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Contractor's performance of this Agreement, Contractor's provision of Services, or Contractor's activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee's reasonable approval. Notwithstanding any provision of this Agreement, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitees's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
10. Conflict of Interest. Contractor represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Contractor represents to and agrees with District that Contractor has no present, and will have no future conflict of interest between providing District services hereunder and any interest Contractor may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.
11. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Contractor during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Contractor will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.
12. Compliance with Laws. Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
13. Labor Code Requirements. Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - Certified Payroll Records: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
 - Labor Compliance Program. Bidder specifically acknowledges and understands that if this project is funded at least in part with State bond funds that are not subject to a State-approved District labor compliance program, then the project is subject to State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, and that the Contractor shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance regulations (Cal. Code of Regs., Tit. 8, Chap. 8, Subchapters 4 -4.8, § 16421 et seq.).
14. Non-Discrimination Policy. Contractor shall not discriminate against any employee or applicant for employment, nor against any Subcontractor or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Contractor shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Contractor shall provide all information reasonably requested by District to verify compliance with such matters. Contractor

stipulates, acknowledges and agrees that District has the right to monitor Contractor's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

15. Termination and Suspension. District may direct Contractor to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Contractor for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Contractor may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Contractor commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Contractor demanding such cure. In the event District terminates the Agreement for default, Contractor shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
16. Execution; Venue; Limitations. This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
17. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
18. Invalid Term. If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
19. District Responsibilities. The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Contractor's work. The District warrants and represents that it is the owner or legal custodian of the stored items and has the lawful possession of and legal right authority to store all of the items, if any.

INSURANCE AND VALUATION

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated [REDACTED] between the Marin Community College District (the “**District**”), and [REDACTED] (“**Contractor**”) providing for professional services.

1. Contractor’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Contractor shall furnish to District Certificates of Insurance showing satisfactory proof that Contractor has taken out for the entire period required by this Agreement, as further described below, the following insurance or valuation, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company **A** or better, financial category size **IX** or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Contractor for which Contractor may be legally liable, whether performed by Contractor, or by those employed directly or indirectly by it, or by anyone for whose acts Contractor may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than **\$2,000,000** annual general aggregate per project and **\$1,000,000** each occurrence. [PM -DO NOT MAKE ANY CHANGES WITHOUT CONSULTING WITH PROGRAM MANAGER OR DIRECTOR OF MODERNIZATION.]

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than **\$1,000,000** combined single limit including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Contractor’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Property Insurance

1.5 Valuation (Damage Protection)

The District has chosen and the Contractor has agreed to provide the following option(s):

OPTION A: SIXTY CENTS PER POUND, PER ARTICLE (Minimal Protection)

Cost: \$0.00. **Coverage:** The minimum option covers loss and damages based on \$0.60 times the weight of the missing or damaged item.

OPTION B: DING, NICK, SCRATCH COVERAGE up to \$2,500

Cost: \$25.00 Flat Fee, Per Project for \$2500 worth of coverage. **Coverage:** Covers minor

damage repairs (dings, nicks & scratches) up to a maximum expense of \$2,500, based on the depreciated value of the goods. This does not cover electronics or missing items. Maximum liability is based on depreciated value of goods.

OPTION C: WE BREAK, WE FIX COVERAGE up to \$10,000

Cost: \$85.00 Flat Fee, Per Project for \$10,000 worth of coverage. **Coverage:** Covers damage and loss, to repair or replace up to a maximum of \$10,000, based on the depreciated value of the goods.

OPTION D: WE BREAK, WE FIX COVERAGE up to \$50,000

Cost: \$425.00 Flat Fee, Per Project for \$50,000 worth of coverage. **Coverage:** Covers damage and loss, to repair or replace up to a maximum of \$50,000, based on the depreciated value of the goods.

OPTION E: FULL VALUE PROTECTION up to \$1,000,000

Cost: Based on \$8.50 per \$1,000 worth of coverage selected.

Limit: Limited to a maximum of \$500,000 per truckload.

Coverage: Covers repair or replacement of each item damaged up to the amount of the coverage selected and purchased by the customer. The declared value of the items is \$_____ at the cost of \$8.50 per \$1,000 worth of coverage. My total charge for the declared value is \$_____.

STORAGE VALUATION: Damage Protection (Valuation) to cover your goods while they are in storage will be based on the same level chosen above for transportation. The charge for storage valuation is based on the table below and is assessed monthly:

- a. Sixty Cents Per Pound Per Article: No Charge
- b. Ding, Nick, Scratch Coverage up to \$2500: \$12.50 flat fee per month.
- c. We Break, We Fix Coverage up to \$10,000: \$42.50 flat fee per month.
- d. We Break, We Fix Coverage up to \$50,000: \$212.50 flat fee per month.
- e. Full Value Protection Coverage: \$4.50 per \$1,000 worth of coverage per month.

2. Insurance terms and conditions:

2.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Contractor's Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, Contractors, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."

2.4 Contractor's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

- 2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor or any of its employees may be held responsible for payment of damages resulting from their operations.
- 2.6 If Contractor fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Contractor under this Agreement.

3 Provide Proof of Insurance

3.1 Address Certificate Holder to:

Marin Community College District
835 College Avenue
Kentfield, CA 94904

3.2 Send Insurance Certificate and Endorsement to:

Copy by fax to:

Marin Community College District
c/o Swinerton Management & Consulting
phone: 415-884-3139
fax: 415-721-7039

Original by mail to:

Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

END OF APPENDIX A