

BRYN MAWR COLLEGE  
FACILITIES SERVICES DEPARTMENT  
**SUPPLEMENTAL TERMS**

- Contractor understands that they must comply with all of the College's health and safety policies and protocols, including but not limited to all those that are COVID-19 related. Any violation will be considered a breach of this Agreement. Contractor will be required to leave the (10) days of delivery of the services and/or goods and shall pay to the Contractor/Vendor the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms.
- c. Unless otherwise stipulated, payments shall be made for work in place and completed, and approved by the College.

**II. OBLIGATIONS OF PARTIES UNDER OSHA**

- a. Contractor agrees to:
  - i. Provide a list of all hazardous substances to be used in the project to Facilities Services prior to beginning work.
  - ii. Keep all hazardous substances to be used in the project in containers with labels meeting OSHA standards.
  - iii. Provide safety training to all Bryn Mawr College employees in the vicinity of the work site. This training shall include a description of the hazards of any chemicals to be used and

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All contractors must warrant that they are in compliance with all applicable federal, state and local non-discrimination laws.

IV. COMPLIANCE WITH LAWS AND REGULATIONS:

The contractor/vendor agrees to comply with all applicable Federal, State, and local laws and regulations including, but not limited to those pertaining to "BUY AMERICAN ACT," "OFFICIALS NOT TO BENEFIT," "COVENANT AGAINST CONTINGENT FEES," "CONVICT LABOR," "EACH OF 1912" (to the extent applicable)

1. Affirmative Action for Disabled Veteran and Veterans of the Vietnam Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (Public Law 93-503) and its implementing regulations (41 CFR 250) require government 001 Tc 2.- (qui) 5160



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V. **INSURANCE** The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Contractor must comply, and cause all sub-contractors of any level to comply, with the following insurance requirements:

**Minimum limits required:**

**General Liability:**

|   |             |
|---|-------------|
| Each Occurrence                               | \$1,000,000 |
| Personal & Advertising Injury                 | \$1,000,000 |
| General Aggregate Limit                       | \$2,000,000 |
| Products/Completed Operations Aggregate Limit | \$2,000,000 |
| Damage to Premises Rented to You              | \$500,000   |
| Medical Expense Limit                         | \$5,000     |

ISO form CG 00 01 or equivalent

Aggregate limit to apply per project

Coverage must be on Occurrence form. "Claims Made" is not acceptable.

Additional Insured Entities:

Owner and related entities and their respective officers, directors and employees must be named as Additional Insured

Additional Insured Endorsement Form Required:

CG 20 10 Additional Insured-Owners, Lessees or Contractors (Premises/Operations)

**AND**

Contractors (Products / Completed Operations)

CG 20 37 Additional Insured-Owners, Lessees or

**No other forms are acceptable. Both endorsements are required.**

Coverage may not exclude or limit coverage for:

Explosion, Collapse and Underground

Contractual Liability (beyond standard ISO GL

form)

Other:

The Employer's Liability exclusion may not exclude coverage for an employee of "any" insured, only employees of a "Named" Insured.

**Auto Liability:**

ISO form CA 00 01 or equivalent

Combined Single Limit

\$1,000,000

Includes Owned, Non-Owned & Hired Autos

**Workers Compensation:**

Statutory Benefits for All Employees

Employers Liability Limits

Each Accident

\$1,000,000

By Disease Policy Limit

\$1,000,000

By Disease Each Employee

\$1,000,000

Waiver of Subrogation endorsement in favor of Owner and related entities and their respective officers, directors and employees.

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|   |  |
|---|--|
| <b>Umbrella:</b>                                    | Coverage to be as broad as primary including   |
| Additional Insured's as required hereunder          |  |
| Each Occurrence and in the Aggregate                | \$1,000,000  |
| Providing Coverage in Excess of:                    |  |
| General Liability                                   |  |
| Auto Liability                                      |  |
| Employers Liability                                 |  |
| <b>Contractor's Property Insurance</b>              | Under no circumstances will Owner be liable for any loss or damage to any property.                                |
| Property including employee tools used for the work | All owned and rented equipment and tools,  |
| Perils:   | Special Form perils including Theft  |
|   | Replacement Cost   |
| Deductible no higher than                           | \$1,000  |
| Valuation:  | Replacement Cost   |
| <b>Contractor's Design Liability:</b>               | Required only when Contractor will perform   |
| design services                                     |  |
| Limit Per Claim                                     | \$2,000,000  |
| Aggregate Limit                                     | \$2,000,000  |
|   | Limit to apply per project or have a limit dedicated solely to this project.                                       |
| <b>Contractor's Pollution Liability:</b>            | If coverage is on a Claims Made form coverage must be continued for 3 years beyond the last date of work performed |
| Limit Per Claim                                     | \$1,000,000  |
| Aggregate Limit                                     | \$1,000,000  |
|   | Owner related entities and their respective  |

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4. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of College/Owner. Should College/Owner agree to a deductible or self-insured retention, Contractor/Vendor agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance.
5. Each policy must be endorsed to require at least 30 days notice of cancellation (10 days for non payment of premium) to Owner. If, after reasonable effort Contractor/Vendor is unable to secure such endorsement, Contractor/Vendor must provide College/Owner written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
6. Contractor/Vendor waives all rights against College/Owner to the extent of any insurance carried or required to be carried under this agreement. Policies insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the

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provided herein. BRYN MAWR COLLEGE will provide the necessary evidence and certificates of its tax exemption upon request of those concerned.

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