

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-related. Any violation will be considered a breach of this Agreement. Contractor will be required to leave the College's campus immediately, and Contractor will not be paid.*

**I. PAYMENT**

- a. All invoices issued by the Contractor/Vendor shall be paid by the College/Owner within thirty (30) days of the date a correct invoice is received by the College unless otherwise agreed in writing by the College.
- b. If any amount of an invoice is disputed, then the College shall inform the Contractor/Vendor of the grounds for such dispute within ten (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 precaution(s) that should be taken by Bryn Mawr College employees.
- b. Bryn Mawr College agrees to:
  - i. Provide copies of its Safety Data Sheets of the work site to contractor upon request to Facilities Services.
  - ii. Inform contractor of any precautions that contractor's employees should take if there are hazards at the work site.
  - iii. Explain Bryn Mawr Labeling systems.

- III. NON-DISCRIMINATION:** Bryn Mawr College is firmly committed to a policy of equal opportunity for all members of its faculty, staff and student body. Bryn Mawr College does not discriminate on the basis of race, color, religion, national or ethnic origin, sexual orientation, age or disability in the administration of its educational policies, scholarship and loan programs, and athletic and other College administered programs, or in its employment practices.

In conformity with the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments of 1972, it is also the policy of Bryn Mawr College not to discriminate on the basis of sex in its employment practices, education programs or activities. The admission of only women in the Undergraduate College is in conformity with a provision of the Civil Rights Act. The provisions of Title IX protect students and employees from all forms of illegal sex discrimination, which includes sexual harassment and sexual violence, in College programs and activities.

In further accordance with Title IX, Bryn Mawr College requires any person, organization, group or other entity to which it subgrants or with which it contracts, subcontracts, or otherwise arranges to provide services or benefits or to assist it in the conduct of any program covered by this assurance, or with which it contracts or otherwise arranges for the use of any facility covered by this assurance to comply fully with Title IX and part 86 and to submit an assurance satisfactory to the Director, Office for Civil Rights, Department of Health, Education and Welfare, Washington, D.C.

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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," "EIGHT-HOUR LAW OF 1912" (to the extent applicable).

1. Affirmative Action for Disabled Veteran and Veterans of the Vietnam Era – Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (Public Law 93-508) and its implementing regulations (41 CFR 60-250) require government contractors and subcontractors to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era. The regulations in this Part apply to all government contracts and subcontracts for the furnishing of supplies or services or for the use of real or personal property (including construction) for \$10,000 or more.
2. Affirmative Action for Disabled Workers - The Rehabilitation Act of 1973 (Public Law 93-112) and its implementing regulations (41 CFR 60-741) require that government contractors obtain certification from suppliers of materials and/or services in excess of \$2,500 for use in performing government contracts and agree to comply with an affirmative action clause regarding employment of the disabled.
3. Procurement Assistance – Assistance to Small Business in Federal Contracting Programs; final rules implementing the Small Business Act as amended by Public Law 95-507 with respect to Programs rendering assistance to Small Business in Federal Prime and Subcontracting.
4. The Contract: Acceptance Modification, Waiver - The contract between contractor/vendor and College/Owner is embodied in the terms and conditions of this Purchase Order, together with any supplemental documents, specifications, drawings, notes, instructions, engineers' notices, or technical data referred to herein, all of which are hereby incorporated by reference, all of such documents being hereinafter individually and collectively referred to as "Purchase Order." Contractor/Vendor accepts the terms of this Purchase Order by commencing performance hereunder or returning a written acknowledgement to College/Owner. In the event that Contractor/Vendor submits its own form of acknowledgement such submission shall constitute an agreement to the terms and conditions of this Purchase Order and any terms thereof at variance with the terms of this Purchase Order shall be ineffective unless specifically accepted in writing by College/Owner. This Purchase Order sets forth the entire understanding of the parties with respect to the subject matter hereof. No waiver or modification of any provision of the Purchase Order shall arise or be valid unless made in writing by amendment hereto duly executed by College/Owner's properly designated representatives on College/Owner's Purchase Order form and waiver of any one default shall not waive subsequent defaults.

The failure of the College/Owner to insist upon strict performance of any of the terms of this Purchase Order, or to exercise any rights herein conferred, shall not constitute a waiver of College/Owner's right to assert or rely on any such terms or rights on any future occasion.

5. Assignment – This Purchase Order and the monies due hereunder shall not be assigned by Contractor/Vendor.
6. Deliveries – College/Owner operations are based upon the agreement that materials will be delivered to College/Owner or services performed for College/Owner by the date specified on the face of this Order. Time is therefore the essence of this Order. If Contractor/Vendor fails to make deliveries or perform the services within the time agreed upon, or performs the work hereunder in such a fashion as endangers its ability to make timely deliveries or to render timely performance of services, College/Owner reserves the right to cancel, purchase

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- elsewhere, and hold Contractor/Vendor accountable for any additional costs or damages incurred by College/Owner.
7. Quantities – Shipments must equal exact amounts ordered unless otherwise agreed by College/Owner.
  8. Inspection – Irrespective of prior payment, all articles and services procured hereunder will be subject to final inspection and approval at the facility of the College/Owner, either upon delivery or when operating testes are possible.
    - (a) return such articles to Contractor/Vendor at Contractor/Vendor’s risk and expense, including freight in the return freight for rework or replacement, in which case Contractor/Vendor agrees to ship acceptable articles with 10 days of Contractor/Vendor’s receipt of rejected articles, or
    - (b) in the event College/Owner in its sole discretion believes Contractor/Vendor is then unable to rework or replace within the time required by College/Owner, College/Owner many upon notification to Contractor/Vendor
      - i. rework or have another supplier rework to conform to specifications or samples, the cost of which rework shall be borne by Contractor/Vendor, or
      - ii. return at Contractor/Vendor’s expenses such articles to Contractor/Vendor for credit and procure replacement articles from alternate source of supply.
  9. **Cancellation. College/Owner reserves the right to cancel this purchase order in whole or in part at any time or from time in its sole discretion and without cause effective upon oral or written notice by telephone or otherwise. College/Owner shall confirm oral notice by email or by other writing 24 hours of the giving of such oral notice. Upon such cancellation, College/Owner’s liability arising out of this purchase order shall be limited to the payment of a pro rata portion of the purchase order price for completed items finished prior to cancellation and delivered to and accepted by College/Owner.**
  10. Indemnification – To the extent that Contractor/Vendor’s agents, employees, or subcontractors enter upon premises occupied by or under the control of College/Owner, or any of its customers or suppliers, in the course of the performance of this Order, Contractor/Vendor shall take all necessary precautions to prevent the occurrence of any injury (including death) to any person or any damage to any property, arising out of any acts or omissions of such agents, employees, or subcontractors, and except to the extent that any such injury or damage is due solely and directly to College/Owner’s negligence, shall indemnify College/Owner against any loss, claim, damages, liability, expense (including reasonable attorney fees) and case of action , whatsoever, arising out of any act or omission of the Contractor/Vendor, its agents, employees, or subcontractors, and Contractor/Vendor shall maintain such Public Liability, Property Damage, and Employee’s Liability and Compensation Insurance as will protect College/Owner from any of said risks and from any claims under any applicable Workmen’s Compensation and Occupational Disease Acts.

The Contractor/Vendor agrees to indemnify the College/Owner and hold it harmless from and against liability, loss and expense (including reasonable legal fees) resulting from damages or injuries incurred by the College/Owner by reason of any defect in material, workmanship, and/or design of any goods furnished hereunder.

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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/Vendor 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

form) Contractual Liability (beyond standard ISO GL

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

**Auto Liability:**

Combined Single Limit	ISO form CA 00 01 or equivalent
Includes Owned, Non-Owned & Hired Autos	\$1,000,000

**Workers Compensation:**

Employers Liability Limits	Statutory Benefits for All Employees
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 officers, directors and employees must be named as Additional Insured

**ADDITIONAL REQUIREMENTS**

1. All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted to do business in the State where the contract is to be performed.
2. General Liability coverage for Premises & Operations and Products & Completed Operations is to be maintained for 3 years after the initial work is completed and College/Owner and related entities and their respective officers, directors and employees must be named as Additional Insured using BOTH forms CG 20 10 and CG 20 37 during that entire period of time. Evidence of such insurance must be provided at inception of the contract and annually thereafter for the number of years specified.
3. All coverage required in this contract must be primary and non-contributory to any insurance maintained by College/Owner. "Primary and non-contributory" in this clause means that Contractor/Vendor's policies must provide coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by College/Owner without seeking contribution from other insurance carried by College/Owner and related entities and their respective officers, directors and employees.

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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 of 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 person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
7. These requirements apply to all work done at any time in connection with or related to this project including any warranty, rework or additional work performed following the completion of this contract.
8. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
9. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed to be sufficient cause for termination of this contract for default.
10. Contractor/Vendor's liability shall not be limited to the limits of any required insurance.
11. College/Owner shall not be liable for payment of any premiums under any required policies of insurance.
12. College/Owner reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
13. All subcontractors will be required to comply with the above requirements as well. However, limits required may be lower at the discretion of the Contractor/Vendor.
14. Contractor/Vendor shall give prompt notice to College/Owner in the event of any accident or occurrence on the premises or related in any way to this contract
15. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.
16. DOCUMENTATION TO BE SUBMITTED PRIOR TO THE START OF THE WORK AND AT EACH INSURANCE RENEWAL OR REPLACEMENT UNTIL INSURANCE IS NO LONGER REQUIRED
  - a. Certificates of Insurance evidencing requirements above
  - b. Copy of Additional Insured endorsement
  - c. Copy of Waiver of Subrogation endorsement on Workers Compensation policy

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VI. OWNER OCCUPANCY: The College/Owner will occupy the site and existing building during the entire construction operations to minimize conflicts and facilitate College/Owner usage. The Contractor/Vendor will perform the work so as not to interfere with the College/Owner's operations.

VII. CONTRACTOR USE OF PREMISES

- a. General: During the construction period the Contractor/Vendor shall have limited use of the premises for construction operations. The Contractor/Vendor's use of the premises is limited by the College/Owner's continued use and occupancy.
- b. General:
  - i. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
  - ii. All construction personnel must wear a College ID badge. These are available at the Facilities Services Office in the Ward Building and may be checked out in a block by the project superintendent. Except with the specific approval of the College/Owner's project representative, construction personnel may not enter College buildings other than the one(s) listed on this order.
  - iii. Fire Department access to building site shall be kept open and clear at all times.
  - iv. Access to the construction site shall be as directed by the College/Owner.
  - v. No lewd or offensive comments or gestures will be permitted on site.
  - vi. Smoking is prohibited in all College/Owner buildings and outdoors within 25 feet of the perimeter of any College/Owner building, including arches and covered entrances.
  - vii. Workers must be dressed appropriately. No shirtless workers will be permitted on site.
  - viii. No radios or musical devices with external speakers are permitted on site.
  - ix. Start time for work will be coordinated with and approved by the College/Owner.
  - x. Keep driveways and entrances serving the premises clear and available to the College/Owner and the College/Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
  - xi. College/Owner will assign contractor trailer, laydown and parking areas. Temporary parking permits will be required for all Contractor/Vendor vehicles. These permits are available at the Facilities Services Office in the Ward Building and may be checked out in a block by the project superintendent.
- c. Use of the Existing Building:  
Contractor/Vendor shall:
  - Maintain the existing building in a weathertight condition throughout the construction period.
  - Repair damage caused by construction operations.
  - Take all precautions necessary to protect the building and its occupants during the construction period.

VIII. MATERIAL DELIVERY AND STORAGE: Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces.

IX. CUTTING, FITTING, AND PATCHING

- a. The work of each trade may include cutting, fitting, patching, unless otherwise indicated, as required for proper accommodations of work of other trades. This does not relieve Contractor/Vendor of the responsibility for ensuring the several parts of the work come together properly and fit, to receive or be received by the work of the several trades. Execute work with competent workman skilled in trade required by patching, restoration; all work of patching shall be left in a condition satisfactory to the College/Owner or its designated representative.
- b. Any cost caused by defective or ill-timed work shall be the Contractor/Vendor's responsibility.

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- X. APPROVALS: Contractor/Vendor shall obtain approvals of all work, as required, including electrical, mechanical and plumbing, as required by the municipal authorities.
- XI. SAFETY DURING CONSTRUCTION: The Contractor/Vendor shall be responsible for the safety of its workers for the duration of the project. The Contractor/Vendor must comply with all applicable OSHA standards.
- XII. GENERAL CLEAN-UP: The Contractor/Vendor shall be responsible for cleaning up and restoring all work areas to a finished condition. The College/Owner's Representative shall be the sole judge of what constitutes a "finished condition."
- XIII. WASTE REMOVAL: The Contractor/Vendor shall legally dispose of all waste materials from the project. The Contractor/Vendor shall provide a dumpster and regular removal service. The College/Owner's Representative shall approve the location of the dumpster.
- XIV. STORAGE AREAS, TOOL AREA, SHOP, EMPLOYEES AREA: The Contractor/Vendor shall be responsible for providing for their own requirements within the area designated on the drawings, subject to College/Owner's approval
- XV. TEMPORARY SERVICES
- a. The Contractor/Vendor shall provide and install temporary power and lighting circuits as required. Contractor/Vendor connections must be made only to panel locations assigned by the College/Owner electrician. The Contractor/Owner may be charged for electric usage.
  - b. College/Owner phones may not be used unless approved by the College/Owner.
  - c. College/Owner water supplies and toilet facilities are not to be used unless approved by the College/Owner.
- XVI. CODES: All references to codes, specifications and publications of public and private entities shall be understood to refer to the latest revision or editions thereof at the date of the order, and such codes and specifications shall be considered an integral part of the Purchase Order insofar as they apply.
- XVII. TEMPORARY STAGING, FORMWORK, SCAFFOLDING, CHUTES AND RAMPS
- a. The Contractor/Vendor shall arrange, or have its subcontractors arrange, to furnish, install, erect, maintain, protect, dismantle, and remove any temporary works used during the project.
  - b. The Contractor/Vendor shall assume complete responsibility for stability, safety, wind and fire resistance, warning lights, signs and operating signals and procedures, and shall conform to all applicable safety standards.
- XVIII. SUBMITTALS
- a. Project Submittals: Reproducible plus three copies of shop drawings, and three copies for product data and warranties.
    - i. Submittals are required for each material or product incorporated in the work.
    - ii. A list of all hazardous materials incorporated in the work are required.
- XIX. TAX STATUS
- a. Generally. BRYN MAWR COLLEGE, as an institution of purely public charity, is exempt from certain taxes, including both Federal Excise Taxes imposed under Chapter 12 of the Internal Revenue Code of 1953 and Pennsylvania Sales and Use Taxes imposed under Chapter 2 of the Tax Reform Code of 1971, 72 P.S. 7201, et seq. It is therefore required that the Contractor and all Subcontractors purchasing taxable goods covered by the governing tax codes make known to suppliers that tax-exempt status of the institution in order that such taxes be excluded from the Contract Sum, as



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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.

- b. Pennsylvania Sales Tax Exemption. BRYN MAWR COLLEGE is entitled to a limited exemption from sales and use tax in Pennsylvania. This exemption does not apply to all purchases. Attached hereto and made a part hereof is a list of items for which BRYN MAWR COLLEGE is entitled to exemption from tax. See Exhibit 1. All other materials, equipment and supplies purchased by Contractor and not listed herein are presumed to be subject to Pennsylvania sales and use tax. Where Contractor is purchasing items for which BRYN MAWR COLLEGE is entitled to exemption from tax, Contractor shall obtain from BRYN MAWR COLLEGE a properly executed Exempt Purchaser's Certification, a copy of which is attached hereto and made a part hereof, See Exhibit 2. The Contractor shall provide this Certification to its supplier(s).
- c. Assignment of Rights. Where Contractor is entitled to a refund of taxes paid in error upon purchases made in conjunction with this Agreement, or any subsequent changes or additions hereto, Contractor agrees to assign and transfer to BRYN MAWR COLLEGE all its rights to said refund. Contractor further agrees that it will not file any claim for refund of taxes paid in error upon purchases made in conjunction with this Agreement, or any subsequent changes or additions hereto, absent approval, in writing, by BRYN MAWR COLLEGE.
- d. Access to Records. Contractor agrees to inspect all materials, equipment and labor purchased in conjunction with this agreement and to keep full and detailed records of accounts as required for proper financial management. Such records shall be subject to the approval of BRYN MAWR COLLEGE. BRYN MAWR COLLEGE, its agents, and assignees shall be entitled access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Contractor shall preserve all such records for a period of five years, or for such longer period as may be required by law, commencing with the final payment pursuant to this Purchase Order.