**Facilities Management - Independent Contractor Agreement**

Introduction

For Maintenance, Repair, and/or Renovation Work Orders and/or Projects

The Smith College Independent Contractor Agreement is for use on maintenance, repair, and/or renovation work orders and projects.

This agreement may be used for one-time projects or for multiple projects performed by the same contractor within a specified time period. Each project performed by the contractor must be described in the Proposal. The contractor’s proposal must describe the work (scope) for each project, the required completion date (as applicable) and the cost (time, and material rates – lump sum or not-to-exceed.) Once an Independent Contractor Agreement has been signed, new Proposals may be added as needed whenever the work proposed will be completed during the effective dates of the Agreement.

The Agreement covers a number of important subjects, such as how the work is assigned, how the contractor will be paid for the work, the retainer amount the College will hold, insurance requirements, warranties and indemnification, and termination provisions.

Facilities Management

#### **Independent Contractor Agreement**

***Smith College***

1. AGREEMENT. This agreement (“Agreement”) is entered into agreement from **\_\_\_\_\_\_\_\_ thru June 30, 2014** between **The Trustees of The Smith College, c/o Campus Facilities Management** (Smith College) and **\_\_\_\_\_\_\_\_\_**(“Contractor”), whose business address is **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. INDEPENDENT CONTRACTOR. It is understood that the relationship of Contractor to Smith College shall be that of an independent Contractor. Contractor is not the agent, servant, or employee of Smith College. Smith College shall not determine the manner of performance of the Work or of any manner or detail of Contractor's operations, and Contractor shall remain solely responsible for all such matters.
2. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests, and supervision required to complete in a workmanlike manner the work described in the proposal attached to the Purchase Order (PO) when issued or PO if a proposal was not required. If materials are to be furnished by Smith College it shall be stated on the Proposal. Contractor shall immediately notify Smith College of any change in the scope of work, performance, or cost of work.
3. PERIOD OF PERFORMANCE. Contract Time is the period of time, including authorized adjustments, allotted on the Proposal and/or PO for Substantial Completion of the Work. The date of commencement and the date of Substantial Completion is the date established on the Proposal and PO. The word “day” means calendar day. A Change Order at the mutual consent of both parties can modify the date of Substantial Completion.
4. PAYMENTS AND COST CONTROL. Contractor shall normally be paid monthly for work completed during that time frame unless prior arrangements have been made in writing with Smith College or agreed to on the Proposal/Scope of Work and corresponding PO.
5. Smith College shall not have any liability above the amount on the PO except in those cases where there is a properly executed Change Order agreed to by Smith College.
6. Work that is for Time and Material payment is limited to the unit rates accepted on the Proposal. For Work assigned on a Time and Material basis, a Not-To-Exceed (NTE) cost shall also be stated on the Proposal. The Contractor shall notify Smith College immediately if work appears to exceed the NTE cost. Smith College shall not have any liability above that amount except in those cases where there is a properly executed Change Order.
7. Any rebates for purchased items should be submitted for Smith College by the applicable contractor and to be credited toward the final invoice. Any local, state, or federal energy rebate programs should also be explored for inclusion with the project.
8. RETAINAGE. No retainage will be held on this contract.
9. CHANGE ORDERS. All Change Orders shall be submitted for approval in writing prior to the start of any additional work. On lump sum, contractor will receive no additional payment without a signed Change Order.
10. REPRESENTATIONS AND WARRANTY. Contractor represents that it is duly organized, validly existing, fully licensed, and in good standing under the laws of Massachusetts and all other jurisdictions which may pertain. Contractor represents that it is financially solvent and is experienced and fully qualified and competent to perform the Work. Contractor hereby warrants that all materials and equipment furnished under this contract will be new, of first class quality and free from defects and that the Work shall be performed in a first class manner.
11. GUARANTY: Contractor agrees that Contractor shall be responsible for all faulty or defective materials, equipment, and workmanship provided under the terms of the attached PO and/or Proposal and that Contractor will promptly remedy all defects and pay for any damage to other work resulting therefrom. In case Contractor fails to remedy such defects within a reasonable amount of time, Smith College may furnish such materials or complete the Work as necessary to bring the Work up to the standard required by the Proposal. Contractor agrees to reimburse Smith College fully and promptly for all costs incurred by Smith College in connection therewith (including reasonable attorney’s fees.)
12. PERMITS, FEES, AND LICENSES. Contractor shall secure and pay for all permits necessary for the Work to be performed pursuant to the Proposal authorized by Smith College for completion by the Contractor. Contractor shall not be entitled to reimbursement for any such fees unless otherwise agreed to by Smith College in writing prior to Contractor's tendering payment for such fees. Contractor shall fully comply with all permits, licenses, conditions, laws, and regulations affecting the Work.
13. TAX EXEMPT STATUS. Smith College is tax exempt from Federal Excise Tax and Commonwealth of Massachusetts Sales Tax. All prices are to be adjusted to reflect this exemption. Upon request, the tax-exempt number shall be furnished to the contractor.
14. USE OF SITE. Contractor shall confine operations to the site of the Work, shall not unreasonably encumber the site with materials or equipment, and shall keep the Work site clean. Contractor will take all reasonable measures necessary to avoid disruption of Smith College's operations. Any visits to the project site must be scheduled with the Owner a minimum of 24 hours in advance.
15. ACCESS. Contractor shall provide Smith College access to the Work site, wherever located, at all times. Smith College and its representatives shall have the right at all reasonable times to inspect all of Contractor's books and records which may relate to the Work.
16. ACADEMIC ACTIVITIES: Smith College requires that the Contractor schedule operations so as not to interfere with academic activities or religious services, to the extent reasonably possible. A copy of the academic schedule is available to the Contractor.
17. HARASSMENT: Harassment of any kind will not be tolerated on this project or on the Smith College campus. Contractors and their employees are expected to comply with the Smith College policy prohibiting harassment and intimidation:

"The college prohibits sexual or any other kind of harassment or intimidation, whether committed by or against a student, faculty member, supervisor, co-worker, vendor or visitor. Harassment has no place in our community, whether based on a person’s race, sex, color, creed, religion, national/ethnic origin, age, handicap, sexual orientation or disabled veteran/Vietnam-era veteran status."

Contractors and their employees shall also comply with the College's Sexual Harassment policy which prohibits sexual harassment. A copy of the policy is available from Facilities Management or on the web at <http://www.smith.edu/hr/handbook_104.php>

Inappropriate actions or noises either on the construction site or in the surrounding area may be viewed as harassing behavior. Contractors shall instruct their employees to limit their contact with college personnel staff or students to professionally necessary interactions. Any occurrence of harassment will be cause for immediate termination and possibly removal of subcontractor from the site. The Contractor will strictly enforce these anti-harassment policies.

1. TRAFFIC CONTROLS: Prior to disrupting traffic flow on a campus/city roadway and to avoid causing a potential hazard to pedestrians or vehicles, the Contractor shall arrange for and pay for security details through the Smith College Public Safety Office. In all cases, Smith College’s Campus Public Safety Office shall be the final authority of what activity is a potential hazard to pedestrians or vehicles.
2. OBJECTIONABLE TASKS. As maintained by Smith College, noise generated by Contractors must be controlled to a maximum level of 80dB. The city of Northampton also has a noise ordinance, which restricts noise before 7 a.m. and after 11:00 p.m. “Noisy” tasks, as defined by Smith College’s Project Representative, such as concrete demolition, sawing, or drilling, shall be done during off-hours at no additional cost to Smith College, unless other times are agreed to in writing. Operations producing objectionable odors to occupants/users of the project facility/building, such as floor mastic, painting, etc. shall be performed during off-hours, unless other times are agreed to in writing.
3. WORKERS’ PARKING. The Contractor shall provide for the parking arrangement of all workers for the Contractor and Subcontractors. Smith College guarantees no parking on campus property unless specifically stated at the time of bid. The Contractor shall be responsible for enforcing the above parking control. Certain areas are critical to the operations of Smith College and must be available to the users and visitors. Contractor and Subcontractors parking outside designated and approved parking areas will be towed and impounded at their expense. Smith College reserves the right to deduct outstanding Smith College parking tickets from Contractor or Subcontractors final payment.
4. LANDSCAPING. The Contractor is responsible to take whatever action is necessary to prevent damage to the landscapes, including lawns, sidewalks, trees and shrubs on Smith College property. Smith College will review the area with the Contractor, before the job starts to make any notes about the existing conditions. After the work is completed, Smith College’s representative, along with the Contractor will review the site. If damage has accrued, it is the responsibility of the Contractor to repair or replace the shrubs, trees, lawns and sidewalks to the satisfaction of Smith College’s Project Representative. Further information about protection requirements may be found within bid specifications.
5. COLLEGE OCCUPANCY: Smith College reserves the right to occupy and place equipment in complete areas of the building prior to Substantial Completion provided that such occupancy does not interfere with Completion of Work or the health and safety of the faculty, staff, students, visitors, or outside contractors. All subcontractors are to arrange with the Contractor all deliveries, required storage and office space, and coordinate the installation of major equipment. The Contractors and Subcontractors workforce are restricted to the construction area and the construction limit
6. PERSONNEL: The Contractor agrees to provide as a part of the Work the continuous personal involvement of key members of the Contractor's staff as necessary. Smith College reserves the right to obligate the Contractor to make personnel changes upon request.
7. VERIFY MEASUREMENTS: Before ordering any material or equipment or doing any Work, the Contractor shall verify all measurements and shall be responsible for the correctness of the same. No extra charges will be allowed on account of differences between actual dimensions and dimensions indicated on the drawings; the Contractor shall report any differences to the Smith College Project Representative.
8. INTERRUPTION REQUESTS:
9. All utility (electrical, water, sewer, gas, telephone, hot water, steam, and air conditioning) interruptions are to be made during Smith College’s defined “off hours” unless other times are agreed to in writing.
10. The Contractor shall request Smith College’s approval a minimum of 72 hours in advance of any utility interruption. There shall be no additional cost to Smith College.

The General Contractor must notify the Electric Department of the Smith College Facilities Department by calling the Smith College Electrical Foreman at (413) 585-2411 of any interruption to the fire alarm or the fire sprinkler system. If the Electrical Foreman cannot be reached at that number, please call Customer Service at (413) 585-2400 to page the Electrical Foreman. The General Contractor must also notify the Public Safety Office at (413) 585-2490 of any interruption to the fire alarm or the fire sprinkler system. If the fire system is shut down, the Contractor will schedule a shutdown and restart with the Electric and Plumbing Departments of Smith College. If there are any problems related to the shut down of the systems, the Contractor will be responsible for related expenses.

1. The Contractor shall submit any requests that differ from the above to the Smith College’s project representative a minimum of 72 hours in advance. Some changes may be possible depending on the circumstances and time of the year.
2. SOLID WASTE DISPOSAL:
3. The City of Northampton charges various rates for disposal. Contact the Department of Public Works at 413-587-1570 for rates and disposal regulations.
4. Smith College recycles the materials listed below which are not to be placed in the trash. The Supervisor of Grounds at Smith College can answer any questions concerning recyclable materials at 413-585-2459. The Contractor shall take care not to contaminate recyclable receptacles with non-recyclable materials.
5. Cardboard
6. Mixed paper
7. Newspapers
8. Glossy paper

C. Smith College will have the first right of refusal for all scrap metal. The Project representative for Smith College will make the necessary decision. All salvaged and/or recycled material will be quantified and reported to Smith College.

1. CLEAN UP AND DUST CONTROL: At the completion of the Work the Contractor agrees to provide the site in a "ready for occupancy" condition to Smith College. During the construction the Contractor shall take all measures necessary to prevent damage/dust to adjacent areas not in the Work site. The Work site shall be "policed" each night to a broom clean condition. Materials and tools shall be properly stored in an orderly manner. The Contractor will provide dumpsters.
2. ENVIRONMENTAL HEALTH AND SAFETY:
3. The Contractor shall establish and enforce safe working procedures at all times during the performance of Work. The Contractor shall comply with all local, state, and federal laws and regulations affecting the health and safety of persons and the environment, including, without limitation, those governing the transportation, use, storage, and disposal of hazardous substances and materials. Contractor agrees to indemnify Smith College for all damages, settlements, or costs (including reasonable attorney’s fees), which Smith College incurs as a result of Contractor’s handling or disposal of any hazardous substances or materials.
4. Contractors working for Smith College are obligated to follow OSHA guidelines.
5. If a conflict between two or more codes, rules, regulations, requirements, and/or standards has been identified, the requirement that establishes the highest or more stringent level of protection or safety shall prevail.
6. When necessary because of alteration, construction, demolition, or renovation, the Contractor shall indicate direction of travel to other means of egress if the primary or closest egress is blocked or otherwise hampered. Exit signage shall be adequate in number and size as required by the Massachusetts State Building Code, 780 CMR, 7th edition.
7. A barricade, such as a fence or other similar protection, shall be incorporated and installed with the approval of the Smith College Project Representative.
8. Hazardous equipment, machines, or vehicles shall be adequately protected and secured to prevent unauthorized access or use.
9. The Contractor shall be recalled (at their expense) to modify, repair, or replace any and all fencing that did not properly protect the construction and demolition site.
10. A Hot Work Permit is required for any and all brazing, cutting, heating, roofing, soldering, and welding that are performed at Smith College. The hot work must be performed in accordance with the requirements of OSHA and the Massachusetts Fire Prevention Regulations. The Hot Work Permit must be obtained from the Smith College Physical Plant Environmental Health and Safety Manager before hot work is initiated. The permits can be short or long duration depending on the site and work being executed.
11. The Contractor Confined Space Entry Program must meet or exceed the requirements of Smith College’s Confined Space Entry. Smith College’s Confined Space program is available for review upon request by the Contractor.
12. This project may have materials that contain asbestos or lead paint. Smith College will provide the Contractor with a report listing all known hazardous materials. Contractors and their Subcontractors are obligated to follow all safe work practices as defined by OSHA when working with or around any materials that contains lead or asbestos. The presence of asbestos, lead or any other hazards not identified should immediately be brought to the attention of Smith College.
13. Each Contractor (Sub-contractor) shall issue and enforce the use of all personal protection equipment as required while on-site. The Contractor, Subcontractor and Supplier shall comply will all the statutory regulations and requirements including but not limited to the following:

- Occupational Safety and health act of 1970 as amended

-29CRF01926 OSHA Hazardous Communications Standards

-State Department of Labor and Industry Division of Industrial Safety

-Insurance Safety Requirements

-General Contractor’s (Construction Manager’s) written safety program

-Local safety regulations

-SC fluorescent tube disposal program

-SC “Hot Work and Confined Space Permit Program”

- Hardhats and appropriate personal protection equipment shall be worn at all times while in the designated construction area.

1. Subcontractors and suppliers shall notify the Contractor and Smith College of all accidents occurring on the job site to persons or property and shall provide the Contractor and Smith College with a copy of all accident reports within five days of occurrence.
2. In the event of fines being charged to this project by OSHA or any other governing agency, the Contractor agrees to pay all fines assessed against the Contractor and Smith College, which are directly attributable to violations by the Contractor and/or by the Contractor’s Subcontractors.

1. CODES: the Contractor, Subcontractor and Suppliers shall comply with all applicable federal, state, and local codes, including but not limited to the building, fire, mechanical, plumbing, and electrical codes.
2. SUBCONTRACTOR REQUIREMENTS: the following items are required by all Contractors, Subcontractors and Suppliers prior to proceeding with any work, or receiving any payments:
3. List of subcontractors and suppliers
4. Schedule of values
5. Progress schedule
6. List of contractor’s (Subcontractor’s) personnel, addresses, telephone numbers and copies of licenses.
7. Copies of all permits and permit applications
8. Certificate of insurance with Smith College and Contractor indicated as additionally insured.
9. Performance and payment bonds (if required).
10. Executed letter of intent, contract or purchase order.
11. KEYS: Smith College will provide the Contractor with the necessary keys if needed for the project Manager. The Contractor will receive a copy of the key form, signed by Smith College that states the keys have been returned. Failure to comply with said terms would result in a charge of $250.00 per key. Smith College reserves the right to deduct this amount from the final invoice. Loss of master keys will result in the re-keying of the entire building at the Contractor’s expense.
12. SUBSTANCE ABUSE: substance abuse of any kind will not be tolerated and shall be cause for removal from the project or immediate termination of employment.
13. SMOKING: Smoking is prohibited in all occupied Residential, Academic and Administrative buildings on the Smith College Campus.
14. SUPERVISION: Subcontractors are required to employ competent supervisors and field personnel and shall coordinate their work with the work of all other trades.
15. TEMPORARY POWER: The Electrical Contractor (Subcontractor) will provide necessary temporary lights & power. The Owner will pay for the cost of power consumed.
16. TEMPORARY SANITARY FACILITIES: The Contractor will provide portable toilets if necessary for the duration of the construction project. The Contractor will also provide potable water. The Plumbing Contractor (Subcontractor) will provide temporary connections to the water service for non-potable water usage. The Owner will pay for the cost of water consumed.
17. TELEPHONE SERVICE: The Contractor will provide telephone service for emergency use only. Any subcontractor requiring telephone service should coordinate with the Contractor for access to telephone lines.
18. HOISTING AND SCAFFOLDING: Contractors are to provide their own ladders, scaffolding, staging, and hoisting equipment and all the necessary equipment to accomplish their work. The Contractor shall coordinate installation of any staging or scaffolding by Contractors subcontractors.
19. SUBCONTRACTORS AND SUPPLIERS: Prior to their work each Subcontractor (Contractor) shall submit to the Contractor for approval: a complete list of all Sub-subcontractors and suppliers that the Subcontractor will employ or purchase from. A Subcontractor is responsible for the compliance of its Subcontractor and/or Suppliers to all terms and conditions of the Subcontract.
20. INDEMNIFICATION: To the fullest extent permitted by Law, Contractor will indemnify, defend and hold harmless College, including its current and former trustees, officers, directors, employees, agents and assigns from and against claims, damages, losses and expenses for bodily or personal injury or any personal property damage (such as tools or equipment) sustained by any employee, subcontractor or sub-subcontractor or any of their employees or any party whose actions they are liable for, including but not limited to attorney's fees, arising out of, or from the performance of its operations or services, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, excepting the gross negligence or deliberate act of the College or any College employee. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist in the absence of this agreement.

Subject to the foregoing, to the fullest extent permitted by Law, Contractor will indemnify, defend and hold harmless College, including its current and former trustees, officers, directors, employees, agents, and assigns from and against claims, damages, losses and expenses sustained or caused by them, including but not limited to attorney's fees, arising out of or from the performance of its operations or services, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, to the extent that the Contractor or its subcontractor or sub-subcontractor is responsible for the loss.

Subject to the foregoing, the College agrees to defend, indemnify, and hold harmless Contractor, its employees, subcontractors and their employees from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of the College’s obligations pursuant to this Agreement, to the extent that those actions are due to the misconduct or negligence of the College.

1. INSURANCE: Contractor shall purchase and maintain minimum insurance as will protect both Smith College and Contractor from claims which may arise out of or result from Contractor's performance of the Work. Additional detail or insurance limits may be provided under a separate Schedule attached hereto specific to the general work of the Contractor or a specific PO and/or Proposal.
2. Comprehensive general liability insurance, covering bodily injury in the sum of not less than one-million dollars ($1,000,000) per person and one-million dollars ($1,000,000) per occurrence and property damage in the amount of not less than one-million dollars ($1,000,000) per occurrence;
3. Workers’ compensation insurance in accordance with the laws of the Commonwealth of Massachusetts; Employer’s Liability Insurance in the amounts of $1,000,000/$1,000,000/$1,000,000.
4. Comprehensive automobile liability insurance, including operation of owned, non-owned, and hired automobiles, covering bodily injury in the sum of not less than one-million dollars ($1,000,000) per person and one-million dollars ($1,000,000) per occurrence and property damage in the amount of not less than one-million dollars ($1,000,000) per occurrence;
5. If available generally to members of Contractor's profession, professional liability (errors and omissions) insurance on a claims-made basis with limits of liability of not less than one million dollars ($1,000,000).
6. Excess Liability insurance in the amount of $1,000,000, occurrence and aggregate.

All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the Institution and shall be purchased and maintained at Contractor’s expense for the duration of the Agreement. All insurance required hereunder shall name “The Trustees of the Smith College, its agents, its employees, and its assigns” as additional insureds to the Contractor’s General Liability, Employer’s Liability and Excess policies as may be applicable, and shall contain a clause requiring written notice to the Institution thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of a final contract and 30 days in advance of any policy renewal that may occur during the contract period. Said certificates shall evidence compliance with all provisions of this section. If the conveyance of additional insured status is provided only through an endorsement to the insured’s policy, the Contractor shall be responsible for providing a copy of the endorsement with the certificate.

This insurance requirement shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons resulting from its operations or the activities of any person or persons for whom it is liable.

1. TERMINATION OF WORK: The Work may be terminated or suspended by Smith College at any time and for any reason with or without cause. Upon any such termination or suspension, Contractor's sole remedy will be the right to recover any unpaid portion of the Work performed prior to suspension or termination.
2. TERMINATION OF THIS AGREEMENT: This Agreement shall be effective from the date of signing or the date the work begins, whichever is earlier. It shall remain in effect until the work is done and for any periods beyond that as specified by specific paragraphs. The Work period notwithstanding, this Agreement is effective during the entire fiscal year (July 1 – June 30) in which it was signed and will constitute the general terms for any additional Proposals from the Contractor for new work. Smith College reserves the right to terminate this Agreement and the Work described in the Proposal(s) at any time and for any reason with or without cause.
3. DEFAULT: The occurrence of any of the following events shall be deemed a Default by Contractor: (a) Contractor fails to furnish materials, equipment or services required by the approved Proposal for any reason not the sole fault of Smith College; or (b) Contractor fails to perform any other obligation owed to Smith College pursuant to the approved Proposal; or (c) it is determined that any representation made by Contractor herein is untrue; or (d) Contractor attempts to assign its obligations hereunder without Smith College's prior written consent; or (e) a petition in bankruptcy is filed by or against Contractor; or (f) a receiver is appointed for Contractor; or (g) an assignment is made for the benefit of Contractor's creditors; or (h) Contractor becomes insolvent. In case of default, in addition to the remedies at law and equity available to Smith College, Contractor agrees to pay to Smith College the amount of all costs, expenses, damages, and reasonable attorneys' fees incurred by Smith College in order to achieve the purpose of the approved Proposal, or for substituted performance, or for any proceeding, claim, or action associated with the approved Proposal.
4. ASSIGNMENT: Neither this agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of Smith College.
5. NO WAIVER: The failure or delay of the College to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by the College, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by the College shall be treated as an implied modification of the Agreement unless specifically agreed in writing.
6. GOVERNING LAW AND DISPUTE RESOLUTION: the laws of the Commonwealth of Massachusetts shall govern This Contract and its terms and conditions. The parties irrevocably submit to the jurisdiction of the Superior Court for the County of Hampshire over any action or proceeding arising out of this Contract.
7. ADDITIONAL TERMS: Additional terms, if any, will be set forth on the Proposal and made a part thereof or contained in a separate letter of acceptance.
8. ENTIRE AGREEMENT. This agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

CONTRACTOR: COLLEGE:

The Trustees of the Smith College

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Assoc VP of Facilities Management

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **SCHEDULE A**

**INSURANCE**

Smith College requires all contractors, vendors, and suppliers to carry appropriate insurance, to indemnify, defend and hold harmless Smith College for any loss resulting from bodily injury or property damage which may arise from their operations, employees, or agents, and to add Smith College as an additional insured to their General Liability, Employer’s Liability and Excess policies, as their interests may appear.

Accordingly, prior to the acceptance of any bid or commencing to start work at Smith College, an individual or company is required to carry at his/her/its expense the following minimum insurance and file certificates of insurance evidencing said coverage with the College. The College may, at its discretion, require certified copies of any policies prior to the acceptance of any bid or permitting the commencement of work for the College.

**General Liability:**

2,000,000 General Aggregate

1,000,000 Product/Completed Operations

1,000,000 Personal & Advertising Injury

50,000 Fire Damage Legal Liability

5,000 Medical Expense

Coverage is to include Broad Form Property Damage, XCU hazard (if appropriate), Contractual Liability and be Occurrence Form unless otherwise agreed.

# **Auto Liability**

1,000,000 Combined Single Limit

Coverage is to include All Owned Autos or Scheduled Autos and Hired Autos and Non-Owned Autos.

# **Worker’s Compensation**

1,000,000 Each Accident

1,000,000 Disease – each employee

1,000,000 Disease – policy limit

# **Employer’s Liability**

1,000,000 Disease – Policy Limit

1,000,000 Disease – Each Employee

1,000,000 Each Accident

(Workers’ Compensation and Employers Liability is not required of proprietorships and partnerships which have NO employees. If any employees are subcontracted, coverage will be required, even if the employees are considered “independent contractors”. A statement via letter must be provided with the certificates or policy copies stating that the firm has no employees other than the proprietor or partners. A certificate showing coverage of Health Insurance is required of all-sole proprietor or partners. )

**Excess Liability**

1,000,000 Each Occurrence

1,000,000 Aggregate

Umbrella Form required unless otherwise agreed.

You may substitute a higher amount of general liability coverage in lieu of a follow form umbrella, as long as the sum meets or exceeds the amount of general liability coverage as requested. You must indicate on your certificate the full amount of insurance carried, even if it is less than the amount requested.

**PLEASE NOTE:** The following wording must appear on every insurance certificate submitted:

The Trustees of Smith College and any present or former trustee, director, officer, administrator employee, student, volunteer worker or Agent, is added as an additional insured to the General Liability, Auto, Employers, Liability and Excess Policies, as their interests may appear. This insurance shall not terminate without at least twenty- (20) day’s prior written notice to the college.

**Certificates should be sent to: And a Copy To:**

Smith College Smith Project Manager \*see note below Smith College

The Trustees of the Smith College The Trustees of The Smith College

Att: Purchasing Office 126 West Street

126 West Street Northampton, MA 01063

Northampton, MA 01063

**\*the copy should be sent directly to your Smith College contact on the active project**

**You will be required to maintain adequate insurance coverage throughout the entire period of your contract or supplier relationship with the college. The insurance agent must provide new original certificates directly to the college whenever new policies are issued or policies are changed or updated. Failure to have or maintain coverage or to provide original certificates may be cause for cancellation or non-renewal or your contract.**

**"ALL RISK" BUILDER'S RISK PROPERTY INSURANCE:** Smith College carries an "All Risk" Builder's Risk Property Insurance policy with a $10,000 deductible. The Contractor is responsible for any deductible amount applicable to claims resulting from the Contractor's acts or omissions.