

BRYN MAWR COLLEGE  
FACILITIES SERVICES DEPARTMENT  
**SUPPLEMENTAL TERMS – Consulting/Design Services**

*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.*

INDEPENDENT CONSULTING/DESIGN PROFESSIONAL: Consulting/Design Professional is an independent Consulting/Design Professional; it shall have no right to incur any indebtedness or to make any commitment or contract on behalf of the College. Subject to terms hereof, the College shall have no right to direct or control the times when, nor the manner, means or methods by which the Consulting/Design Professional shall perform its services hereunder.

**I. PAYMENT**

- a. All invoices issued by the Consulting/Design Professional shall be paid by the College 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

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III. COMPLIANCE WITH LAWS AND REGULATIONS:

The Consulting/Design Professional 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 Consulting/Design Professionals and sub-Consulting/Design Professionals 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 Consulting/Design Professionals 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

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7. Quantities – Shipments must equal exact amounts ordered unless otherwise agreed by

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IV. INSURANCE: The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Consulting/Design Professional must comply, and cause all sub-Consulting/Design Professionals 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
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 Consulting/Design Professionals (Premises/Operations)

**AND**

CG 20 37 Additional Insured-Owners, Lessees or Consulting/Design Professionals (Products / Completed Operations)

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

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 \$1,000,000
Includes Owned, Non-Owned & Hired Autos	

**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.

**Umbrella:**

Additional Insured's as required hereunder	Coverage to be as broad as primary including
Each Occurrence and in the Aggregate	\$1,000,000
Providing Coverage in Excess of:	
General Liability	

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Auto Liability

Employers Liability

**Consulting/Design Professional's Property Insurance I'**

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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. Consulting/Design Professional's liability shall not be limited to the limits of any required insurance.
11. The College

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videotapes, displays, graphic art, literary works, photographs and other images, architectural works, and devices o



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- d. Access to Records. Consulting/Design Professional 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 Consulting/Design Professional's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Consulting/Design Professional 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.