

GENERAL CONTRACTOR AGREEMENT

THIS AGREEMENT is made effective as of _____, by and between Ursinus College (herein referred to as "College"), located at 601 East Main Street, Collegeville, PA and

(herein referred to as "Contractor").

WHEREAS, Contractor is engaged in providing _____ business services.

WHEREAS, Contractor represents it has complied with all Federal, State, and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the services which are to be provided as an independent contractor pursuant to this Agreement.

WHEREAS, Contractor performs similar services for entities other than the College and holds itself out to the public to be a separate business entity.

WHEREAS, the College desires to engage Contractor to provide services as set forth herein. Contractor desires to enter into this Agreement and provide services as an independent contractor for the College.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. **STATUS OF CONTRACTOR:** Contractor is an independent contractor and not an employee of the College for any purposes, including, but not limited to, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any applicable state tax laws, Worker's Compensation Insurance, 401(k), and other benefits. Contractor will not be entitled to any additional payment other than as set forth in Paragraph 9 of this Agreement. In providing the services as described in this Agreement, Contractor shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement. This Agreement is not intended to and shall not be interpreted to create any employment, partnership, joint venture or other business association between the College and Contractor and the College shall not be liable for any obligations incurred by Contractor.

2. **SERVICES:** Beginning _____, Contractor will provide the College the services as described in the attached Appendix A. **[Attach proposal of detail of work required as Appendix A]**

3. **COMPLETION DATE:** Contractor agrees that final completion of the services will be by _____. Contractor also agrees that it is required to meet all interim completion schedules set forth by the College and, therefore, agrees to supply as many workers, and devote as much time, attention and energy as needed to meet the completion schedules.

4. **TERM:** This Agreement will terminate automatically upon final completion by Contractor of the services required under this Agreement.
5. **TOOLS:** Contractor agrees to furnish all necessary equipment , materials, and supplies to complete the services required under this Agreement.
6. **SPECIAL PROVISIONS:** If any plans or specifications pertaining to environmental compliance, substance abatement, or safety issues are part of providing services under this Agreement, they are attached as Appendix B. Contractor Safety Guide is also attached as Appendix B. **[Attach any plans or specifications and Contractor Safety Guide as Appendix B]**
7. **INDIVIDUALS HIRED BY CONTRACTOR:** All individuals hired by Contractor to assist in providing services under this Agreement shall be employees of Contractor. As required by law, Contractor acknowledges its obligation to: review specific employee identification documents; ensure the documents are genuine, and certify individuals are eligible to work in the United States. Accordingly, Contractor agrees to employ only those individuals meeting the aforementioned employment criteria.
8. **INJURIES:** Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees for any injuries sustained while providing services under this Agreement. Contractor agrees to defend, indemnify and hold harmless the College from any and all claims, losses, expenses, including attorney's fees and costs for injuries sustained by employees of Contractor or its subcontractors, including but not limited to, claims for worker's compensation.
9. **PAYMENT:** The College agrees to pay the Contractor \$_____ as payment for the full performance of its obligations hereunder. This amount will be paid, within 30 days, to the Contractor on satisfactory completion of services under this Agreement. Any payments made to Contractor under this Agreement will be tracked by purchase order #M_____. No taxes will be withheld from any payment to Contractor. Contractor is solely responsible for paying all required taxes and agrees to defend, indemnify and hold harmless the College from any and all damages, claims and expenses, including attorney's fees and costs arising out of or incurred by the College as a result of Contractor's failure to pay required taxes.
10. **ADDITIONAL SERVICES:** The College and Contractor may agree to Contractor providing additional services from those identified under this Agreement. However, any additional services to be provided must be set out and agreed to in writing by both the College and Contractor.
11. **INDEMNIFICATION:** Contractor agrees to defend, indemnify, hold harmless the College from any and all claims, losses, expenses, including attorney's fees and costs, judgments or other liabilities asserted against the College arising from the Contractor's work or acts of omissions for services provided under this Agreement or for failing to maintain insurance coverage as required in Paragraph 12. Contractor shall insure that its employees and subcontractors take all actions necessary to comply with the terms and conditions of this Agreement.
12. **INSURANCE REQUIREMENTS:** Contractor agrees to procure at its own expense, and maintain during the existence of this Agreement, the following policies of insurance:

Commercial General Liability

\$1,000,000 Each occurrence
\$2,000,000 General aggregate
\$2,000,000 Products/completed operations aggregate
\$1,000,000 Personal & advertising injury
\$50,000 Fire damage
\$5,000 Medical expenses

Workers' compensation and employers' liability

Bodily injury by accident - \$100,000 each accident
Bodily injury by disease - \$100,000 each employee
Bodily injury by disease - \$500,000 policy limit

Commercial automobile liability – Covering all owned, leased, non-owned and hired.

\$1,000,000 Combined single limit

Umbrella/excess liability

Minimum limit of \$1,000,000

The College shall be included as an Additional Insured under the General Liability and Umbrella/Excess Liability policies. Prior to commencing the work, the Contractor and all of its subcontractors shall furnish Certificates of Insurance evidencing the above insurance coverage and listing Ursinus College as Additional Insured and as the Certificate Holder; copies will be retained by the College's Business Office.

13. **NOTICE:** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 business days from the receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement. Any and all notices shall be made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested addressed to the parties at the addresses set forth above. Any notice to the College must be sent to the attention of

_____.

14. **ENTIRE AGREEMENT:** This Agreement and any attachments represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, both written and oral, between the parties hereto.

15. **MODIFICATIONS:** No modification of this Agreement will be effective unless it is in writing and is signed by both parties. This Agreement binds and benefits both parties and any successors. Time is of the essence in this Agreement.

16. **WAIVER:** The waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed, as a waiver of any subsequent breach thereof.

17. **SEVERABILITY:** If one of the provisions contained in this Agreement is determined, for any reason, to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

18. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. **HEADINGS:** Paragraph headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

20. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts each of which shall be deemed an Original, but all of which shall constitute one and the same instrument.

UNDERSTOOD, ACCEPTED AND AGREED AND INTENDING TO BE LEGALLY BOUND:

By: _____ Date: _____
Ursinus College
Title: _____

By: _____ Date: _____
Contractor
Title: _____