

October 9, 2007

To: All Contractors

From: Michael H. Brewer

Dear contractor:

You are on our current list for bidding work at Muhlenberg College. In order to maintain the highest quality contractors and still maintain budgets, we have developed some guidelines for all contractors that wish to bid work at our facilities.

A copy of the contractor's agreement is attached. Please read and return a signed copy as noted in the agreement. Insurance certificates should be revised and sent with the agreement.

Your services have been valued in the past and we look forward to utilizing your services in the future.

If you have any questions regarding the agreement or the insurance requirements please call me at 484-664-3400.

Sincerely,

Michael Brewer
Director of Plant Operations

CONTRACTOR'S AGREEMENT

1. Insurance limits see attached pages:
2. Bonding requirements: performance bonds may be requested for specific construction projects.
3. All contractors are required to submit design drawings for construction approval, including specification of all Systems and components. Installation without approval may result in the removal of that component at the contractor's expense.

All work will be in compliance with the following Codes and Standards: BOCA Building Code 1999, BOCA Mechanical Code, BOCA plumbing Code, BOCA Fire Prevention Code, National Electric Code 1999, N.F.P.A., ASHRAE, SMACNA, NFPA 101 Life Safety 2000 any state or local Codes. All plans are subject to approval by Muhlenberg College plant operations.

All contractors are required to submit as-built drawings as required by Muhlenberg College, 30 days upon completion of the project.

4. It shall be the responsibility of the contractor to post all emergency numbers and instruct personnel how to handle Emergency situations. It is the responsibility of all contractors to inform & instruct their employees as to Muhlenberg College rules.
5. Debris removal: It is the responsibility of the contractor to maintain a clean work site. The work area shall be cleaned at the end of every workday. All debris shall be hauled away at the contractor's expense unless otherwise arranged in a written agreement. Burning of debris is not permitted at Muhlenberg College. All debris to be hauled to an approved landfill area with proper documentation.
6. General guidelines as per attached pages including hot work permit program and confined space program as outlined by OSHA.

Contractor initial _____ date _____

**INSURANCE REQUIREMENTS FOR ALL CONTRACTORS OF
MUHLENBERG COLLEGE**

Muhlenberg College requires the following limits for all contractors and in addition, is to be named loss payee additional insured on general liability, automobile and umbrella coverage. These limits are minimum requirements. Muhlenberg College may require additional coverage for specific construction projects.

General liability

X occurrence

General aggregate	\$ 2,000,000
Products-comp/op aggregate	\$ 2,000,000
Personal & adv. Injury	\$ 1,000,000
Each occurrence	\$ 1,000,000
Fire damage (any one fire)	\$ 100,000
Medical Expense (any one person)	\$ 10,000

Automobile liability

Any auto, all owned auto, scheduled autos, hired autos, non-owned autos combined single limit:

\$ 2,000,000

Excess liability

Umbrella Form

Each occurrence	\$ 5,000,000 new projects
Aggregate	\$ 3,000,000 standard limit

Worker's compensation and employer's liability

Each accident	\$ 100,000
Disease--policy limit	\$ 500,000
Disease--each employee	\$ 100,000

30 days notice is to be given prior to cancellation of any policy to Muhlenberg College by the issuing company.

Contractor initial _____ date _____

**INSURANCE REQUIREMENTS FOR ALL CONTRACTORS OF
MUHLENBERG COLLEGE**

Installation floater (may require for specific projects)

The contractor shall provide coverage in the amount equal to the total value of the contractor's portion of a specific project.

Other (may require for specific projects)

1. If any cranes are used riggers liability will be required with a \$1,000,000 limit minimum.
2. Cargo policy: showing value of materials.
3. Any environmental projects will require environmental impairment liability of \$5,000,000
4. All general contractors are to carry builder's risks coverage for the full value of the project to include fire, theft, and transit coverage.
5. Coverage afforded under workman's compensation law of the following state:
Pennsylvania

Contractor initial _____ date _____

GENERAL CONSTRUCTION AGREEMENT

Welcome to Muhlenberg College. The activities at our campus may be unfamiliar to you and history has shown that accidents can occur unless everyone adheres to campus safety requirements.

Please read and comply with the general rules listed below. Your Muhlenberg College representative will give you a detailed safety orientation for the specific area you will be visiting. If you do not understand these requirements, please ask for clarification.

1. **General information**

Visitors parking of personal motor vehicles will be assigned by Director of Campus Safety.

2. **Motor vehicles**

Contractor motor vehicles are allowed in an area designated by Muhlenberg College.

The campus speed limit is 5 mph.

Visitor permits are issued at plant operations for contractors and must be displayed on the dashboard at all times while on college grounds.

All vehicles are subject to security inspection at the discretion of Muhlenberg College at any time.

3. **Smoking areas**

Muhlenberg College is a smoke free work place. Designated smoking areas are posted. Smoking areas other than those designated must meet the approval of Muhlenberg College.

4. **Protective equipment** (to be provided by the contractor)

* hard hats

safety shoes are recommended

hearing protection in some areas

* safety glasses

all OSHA required equipment

* mandatory equipment to be worn at all times

GENERAL CONSTRUCTION AGREEMENT...Continued

5. **Equipment**

Contractor will be responsible for insuring all equipment necessary is provided by the contractor. **No** equipment of Muhlenberg College is to be used by the contractor at any time.

6. **Miscellaneous**

No firearms, illicit drugs or alcoholic beverages are permitted on college grounds.

Personal found under the influence of a controlled substance or alcohol will be immediately removed from the facility.

Do not operate **any** valve, switch or control on Muhlenberg College equipment unless arranged with plant operations staff.

Contractor employees shall use designated rest rooms and break areas or portable units may be required dependent on the specific project. Portable units are to be at the contractors expense and serviced per required regulations.

Contractor employees will be restricted to their immediate work area. Under **no** circumstances will contractor employees have free access to other college facilities.

Contractor employees **may** use Seegers Union building for break & lunch.

In the event of an emergency or fire drill, all contractor employees must comply with the following.

- Turn off machinery--evacuate **away** from the building or emergency site.
- Close all doors.
- All personnel shall--assemble in an area designated by the general contractor.
- Follow any additional instructions issued by the safety director, project manager or other Plant Operations personnel.
- Provide an accurate--account of all contractor employees to campus safety.

Contractor initial _____ date _____

ACCESS AGREEMENT

The independent contractor shall be solely responsible for the safety of the work and of all equipment and materials used therein until final completion of the same and shall promptly, at it's own expense repair any damage to the same, however caused.

The work covered under this agreement shall be performed in a safe manner as described by any and all local, state, and federal laws and regulations.

Each employee of the contractor shall comply with the federal occupational safety and health acts and all rules, regulations, and orders issued pursuant to this act, which are applicable to his own actions and conduct.

All contractors shall comply with Muhlenberg College safety regulations as directed by the safety director, project manager or plant management.

The contractor shall obtain a work permit from the City of Allentown prior to commencement of any on site work. The undersigned hereby agrees to the above conditions in connection with work description commencing on the following date:

Date _____ Company name: _____

Address: _____

Description of work: _____

Authorized agent: _____ Witness _____

Contractor initial _____ date _____

**CONTRACTORS HOT WORK INFORMATION AND RESPONSIBILITIES
MUHLENBERG COLLEGE**

Muhlenberg College strongly believes that fires caused by hot work can have a significant adverse effect on our ability to educate our students. Because of this, we have established procedures and trained our employees to help minimize this hazard.

As a contractor at this college, you are a partner in our continued success in preventing losses. We encourage your continued suggestions on how hot work can be avoided by using alternative methods. If hot work cannot be avoided, you are expected to strictly follow our procedures.

Tim Korn or other authorized Muhlenberg College employee, will help you to follow our procedures for hot work. If appropriate, the supervisor will introduce you to other staff in the area to discuss unique conditions you should be aware of before work begins.

Please read our hot work rules (below), and thank you for helping us to improve our property and project against loss.

Sincerely,

Michael H. Brewer
Director of Plant Operations

Contractor initial _____ date _____

**MUHLENBERG COLLEGE
HOT WORK RULES**

A hot work permit is required for any temporary operation involving open flame or producing sparks. This includes, but is not limited to: brazing, cutting, grinding, soldering, pipe thawing, torch-applied roofing and welding.

1. If there is a practical and safer way to do the job without hot work, we require that method be used.
2. No hot work is permitted without authorization from Ron McMullen or authorized fire safety supervisors, in the form of a signed hot work permit. This permit will be Valid for a maximum of eight hours, after this time period, another permit must be obtained from and signed by a fire safety supervisor, before any hot work can continue.
3. Specific fire fighting equipment and protection material will be required at the hot work site before any work can be started. Some or all of these materials will be provided by us. This should be discussed with the fire safety supervisor before arriving at our facility.
4. No hot work is permitted without a designated fire watch present. If unsafe conditions are observed during the hot work operation, the work will be stopped until the hazard can be neutralized or eliminated.
5. The contractor will verify that all hot work equipment is in proper working order and in a fire-safe condition. An inspection of your equipment will be conducted by the fire safety supervisor. Before the hot work permit is issued. Any unsafe equipment will be removed from the property.
6. Any contractor equipment or material that is to be stored in the facilities overnight must be properly secured in an area designated by the fire safety supervisors or plant operations.

Violation of these rules will result in termination of the work and the contractor's personnel will be escorted from the property.

Contractor initial _____ date _____

The below signed contractor has read and shall fully adhere to Muhlenberg College, contractors agreement.

This signed agreement is required prior to the start of any work. The areas covered include insurance limits, bonding requirements, design drawings and as-builts, compliance to Codes, debris removal hot work, and general guidelines.

One signed and dated copy of this agreement is to be returned to Plant operations. All pages of the agreement need to be initialed and dated along with this page.

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Muhlenberg College

Name _____ date _____

Title _____

Contractors authorized representative

Signed name _____ date _____

Print _____

Title _____

HOLD HARMLESS AGREEMENT

We _____ agree to the fullest extent permitted by law, we as the contractor shall indemnify and hold harmless Muhlenberg College and it's agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided the such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, arising out of or in any manner connected with the work by us, or a subcontractor hired by us, anyone directly or indirectly employed by us or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by a party indemnified.

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Muhlenberg College

Name _____ date _____

Title _____

Contractors authorized representative

Signed name _____ date _____

Print _____

Title _____

HOLD HARMLESS AGREEMENT

We _____ the contractor agree to the fullest extent permitted by law, shall indemnify and hold harmless Muhlenberg College and its agents, and employees of any of them and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of us, the contractor, a subcontractor hired by us, 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 there under.

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Muhlenberg College

Name _____ date _____

Title _____

Contractors authorized representative

Signed name _____ date _____

Print _____

Title _____

HOLD HARMLESS AGREEMENT

We _____ the contractor agree to the fullest extent permitted by law, shall indemnify and hold harmless Muhlenberg College and it's agents, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused solely by negligent acts or omissions of us as the contractor, a subcontractor hired by us, anyone directly or indirectly employed by us or them or anyone for whose acts they may be liable.

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Muhlenberg College

Name _____ date _____

Title _____

Contractors authorized representative

Signed name _____ date _____

Print _____

Title _____