

## **AGREEMENT AND GENERAL CONDITIONS BETWEEN NORTHWESTERN UNIVERSITY AND CONTRACTOR**

THIS AGREEMENT is made the (insert date) by and between (contractor name) hereinafter called the Contractor, and Northwestern University, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agreed as follows:

### **Article 1. Scope of the Work**

The Contractor shall furnish all of the material and perform all of the work for the construction of the (project name and description), as shown on the drawings and described in the specifications attached hereto prepared by (consultant's name) all in accordance with the terms of the contract documents.

### **Article 2. Prime Contractor Responsibilities.**

The Consultant assumes responsibility for all activities, whether or not the Consultant performs them. Further, NU will consider the Consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Agreement. If any part of the work is to be subcontracted, the Agreement must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. NU reserves the right to approve subcontractors and to require the Consultant to replace subcontractors found to be unacceptable. The Consultant is responsible for adherence by the subcontractor to all provisions of the Agreement. Any change in subcontractors must be approved by NU, in writing, prior to such change.

### **Article 3. Time of Completion**

The work shall be substantially completed by (Substantial Completion Date). Time is of the essence of this contract and Contractor's work and materials are to be furnished in accordance with job progress requirements starting and completion schedule to be given to the Contractor by Owner or Owner's Project Manager. Contractor shall employ only workers who will work in harmony with other trades people employed on the project.

### **Article 4. Contract Sum**

The Owner shall pay the Contractor for the performance of the Contract subject to the additions and deductions provided therein, in current funds, the sum of (insert total dollars) and (\$ numerical value).

### **Article 5. Progress Payments**

The Owner shall make payments on account of the contract as provided therein, as follows:

On or about the tenth day of each month, ninety percent (90%) of the value, as based on the contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof or at some other place agreed upon in writing by the parties up to the last day of the preceding month, as estimated by the Contractor, less the aggregate of previous payments.

### **Article 6. Acceptance & Final Payment**

Final payment shall be due thirty days after the completion of the work, provided the contract is then fully performed, subject to the provisions herein stated. Contractor's affidavit to accompany final payment request. As-built drawings shall be provided with final payment request, as applicable.

### **Article 7. Contract Documents**

The following documents are "Contract Documents" and constitute the entire agreement between the parties: (List the contract documents in detail here).

The Contract includes the Agreement and its General Conditions, Attachment "A", the drawings and the specifications. The intent of these documents is to include all labor, material, appliances, tools, equipment, facilities and services of every kind necessary for the proper execution of the work within the specified time. The Contractor shall personally superintend the work or have a competent superintendent on the job with authority to act for the Contractor and the terms and conditions of payment therefore.

The documents are to be considered as one and whatever is called for by any one of the documents shall be binding as if called for by all. The Contract Documents constitute the entire agreement between the parties hereto and there are no collateral understandings, representations or agreements other than those contained herein. No modification or amendment of the Contract Documents shall be binding or effective except as made in writing and signed by the parties hereto.

## **Article 8. Protection of Work, Property and Person**

The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage to property or injury, including death, due to the act or neglect of the Contractor, its agents, representatives or employees.

## **Article 9. Access Devices Provided by Owner**

The Contractor will be held responsible and will be required to pay for or reimburse Owner for any and all costs resulting from changes in building security measures, including the re-keying of the building locks, resulting from the Contractor, subcontractors or the agents or employees of the Contractor or subcontractors misplacing or losing any keys or other devices issued by Owner for the purpose of access to work areas under the provisions of this Agreement.

Owner reserves the right to withhold final payment or other payment due to Contractor, in the minimum amount of 10% of contracted services, for any keys or other access devices not being returned to Owner by the Contractor, subcontractors or the agents or employees of the Contractor or subcontractors at the completion of the work provided for in this Agreement or for any expenses resulting from the loss of any keys or other access devices as provided herein.

The Contractor is obligated to notify Owner as soon as Contractor becomes aware of the possibility of the loss or misplacement of keys or other access devices which were in the possession or control of the Contractor, subcontractors or the agents or employees of Contractor or subcontractors. Contractor will be liable and agrees to indemnify Owner for any property damage or injury, including death, resulting from the loss or misplacement of such access devices or from the Contractor's delay in informing Owner of any such loss or misplacement of which Contractor was, or should have been, aware.

## **Article 10. Inspection of Work**

The Contractor shall permit and facilitate inspection of the work by the Owner and its agents and public authorities at all times.

## **Article 11. Changes in Work**

The Owner may order changes in the work, the Contract Sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

## **Article 12. Correction of Work**

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract. The provisions of this article apply to work performed by subcontractors as well as to work performed by direct employees of the Contractor.

## **Article 13. Owner's Right to Terminate Contract**

If Contractor should (a) be adjudged bankrupt; or (b) make a general assignment for the benefits of his creditors; or (c) suffer a Receiver to be appointed on account of his insolvency; or (d) refuse or fail to supply enough properly skilled workers and/or proper materials; or (e) fail to make prompt payment to his employees, subcontractors or material men; or (f) disregard the instructions of the Architect and/or Owner; or (g) fail to perform promptly and diligently, in accordance with the provisions of the Contract; or (h) be guilty of a substantial violation of any provision of the Contract, Owner may after two (2) days' written notice, and without prejudice to other remedies of Owner, take over the work of the Contractor and prosecute it to completion, by contract or otherwise, and Contractor shall be liable for any excess costs occasioned to Owner thereby, plus damages already accrued. In any such case, and without prejudice to other remedies, Owner may take possession of, and utilize such materials, appliances, equipment, and/or plant of Contractor as may be on the site, which is or are necessary to properly complete the work.

If this project has been abandoned and this Contractor has not substantially started the work within [REDACTED] from the signing of this Contract, or thirty (30) days after issue of permit by city, this Contract shall become null and void.

#### **Article 14. Contractor's Right to Terminate Contract**

Should the Work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the Owner for a period of thirty (30) days, or should the Owner fail to pay the Contractor any payment within sixty (60) days after it is due under the terms of this Agreement, then the Contractor upon fourteen (14) days' written notice to the Owner may stop work or terminate the Contract and recover from the Owner payment for work completed.

#### **Article 15. Payments**

Payments shall be made as provided in this Agreement. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens or from faulty work appearing thereafter, as provided for under "Correction of Work" or from a failure to promptly return keys or other access devices issued to the Contractor or subcontractors as provided in Article 8, and of all claims by the Contractor except for any previously made and still unsettled. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, failure of the Contractor or subcontractors to promptly return keys or other access devices as provided in Article 8 herein, or failure to make payments properly to subcontractors for material and labor.

#### **Article 16. Separate Contracts**

The Owner has the right to enter into other contracts in connection with the work and the Contractor shall properly cooperate with any such other contracts.

#### **Article 17. Assignment**

Contractor will not assign this Contract, nor assign any money due or to become due to Contractor hereunder, without the written consent of the Owner. However, Contractor may sublet parts of the work in accordance with the general practice of the building industry. In the latter event, Contractor shall require its subcontractor to be bound, insofar as the subcontractor's work is concerned, by all the obligations herein and in the other Contract Documents imposed on Contractor.

#### **Article 18. Indemnity**

Contractor agrees to protect, indemnify, and hold Owner harmless from and shall defend Owner against any and all suits, claims and demands whatsoever brought by any person including Contractor, his subcontractors and their employees, as well as employees of Owner for injuries to or the death of any person or damage to or loss of property, or the loss of use thereof, caused or claimed to have been caused or to have arisen out of or in connection with or incidental to any work of, act or omission, or negligence of Contractor, or Contractor's agents, employees or subcontractors in the prosecution of the work, and to pay, liquidate and satisfy any and all judgments, awards or expenses rendered against, or incurred by either or both of them in connection therewith, including but not limited to, costs of suit, attorney's fees and reasonable expenses. The participation in litigation by Owner shall not relieve Contractor of his obligations hereunder.

## **Article 19. Insurance**

Contractor shall, at Contractor's expense, insure and keep insured during the term of this Contract, all liability assumed by Contractor hereunder, and shall furnish Owner with evidence of coverage to protect the Owner and Architect, in form and Insurer satisfactory to Owner. The minimum insurance requirements are identified below:

<b><u>TYPE OF INSURANCE</u></b>	<b><u>MINIMUM INSURANCE COVERAGE</u></b>
	Combined Single Limit Per Occurrence/Aggregate
<b>Commercial General Liability</b> including:	\$3,000,000/\$3,000,000
1. Premises - Operations	
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	
<b>Automobile Liability</b>	
Owned, Non-owned, or Rented	\$3,000,000/\$3,000,000
<b>Workers' Compensation and Occupational Diseases</b>	As Required by Applicable Laws
<b>Employer's Liability</b>	\$3,000,000

Contractor shall require similar insurance coverage from each of his subcontractors. Contractor shall, before commencing work, submit certificates of insurance for each and every policy for approval by Owner and shall similarly submit certificates of insurance for his subcontractors before each commences work.

Each certificate of insurance shall specify the project location and operations to which the insurance applies and shall contain a clause to the effect that the policy of insurance shall not be subject to cancellation or reduction in amount of liability without giving Owner at least ten (10) days written notice by registered or certified mail prior to such action.

Contractor shall not commence work under the Contract until all insurance required herein is obtained and approved by the University's Director of Risk Management. Nor shall Contractor allow any subcontractor to commence work without University's written approval and until all similar insurance required of the subcontractor has been so obtained. Contractor is also responsible for making sure the University always has an updated, unexpired copy of the insurance certificate.

## **Article 20. Contractor's Loss**

Contractor shall be solely responsible for the protection of Contractor's tools, equipment, supplies and materials while on the job and shall carry insurance on materials to protect Contractor's interest therein until such materials are incorporated into the building.

## **Article 21. Governing Law**

The Contract Documents, including this Agreement, shall be governed by the law of the State of Illinois and the parties consent to venue in the Circuit Court of Cook County.

## **Article 22. Discrimination, Harassment, and Sexual Harassment**

Northwestern University prohibits discrimination against any member of its community on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, parental status, marital status, age, disability, citizenship, or veteran status. Harassment, whether verbal, physical, or visual, that is based on any of these characteristics is a form of discrimination. Northwestern University also prohibits sexual harassment of any member of its community. This includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. **The University's policies on discrimination, harassment, and sexual harassment apply to the conduct of vendors, contractors, and third parties.** The vendor shall inform all of its employees, subcontractors and agents (and the employees of their subcontractors and agents) that discrimination, harassment and sexual harassment are a violation of University policy, and will not be tolerated on any University job site or anywhere else on University property. The vendor shall remove from any University job site and University property any of its employees or those of its subcontractors or agents who improperly conduct themselves in any manner toward University students, faculty, staff, or guests, and shall be responsible for any acts by its employees, subcontractors, or agents that violate Northwestern University's policy.

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IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first written above.

**Northwestern University**

**Vendor**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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