

## Southwestern Oregon Community College Independent Contractor Agreement

This Independent Contractor Agreement as negotiated herein, is entered into by and between \_\_\_\_\_, "Contractor" and Southwestern Oregon Community College, herein after called "The College". The Contractor is considered an Independent Contractor per ORS 670.600.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and The College hereby agree as follows:

### Article 1. Statement of Work:

From time to time, Contractor may provide services to The College. In addition to the terms and conditions negotiated by the parties for particular projects, The College and Contractor hereby agree that the terms and conditions of this Independent Contractor Agreement (the "Agreement") shall apply whenever Contractor provides services to The College.

### Article 2. Insurance:

The Contractor, at its own expense shall obtain and maintain insurance in full force and effect, without interruption during the term of the Agreement.

Any company or individual performing work for The College shall be required to provide a certificate of insurance to The College for which the company is to perform such work, and name The College as an additional insured on the policy of insurance.

1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed. The effective date of the coverage must be on or before the effective date of the Contract/Agreement, for a minimum of 36 months following the later of:
  - (1) Recipient's completion of all services and the College's acceptance of all services required under the Contract/Agreement, or
  - (2) The expiration of all warranty periods provided under the Contract/Agreement.
2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit and in the aggregate where noted.
3. If The College is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the Vice President of Administrative Services, The College President and under certain circumstances, The College Board. Insurance policy limits may also be required to be higher based upon The College's review of the specific application for which insurance is required.
6. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage should include injuries to the head, brain, neck and spine coverage. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Sexual Abuse and Molestation: To cover claims arising from actual or threatened physical abuse, mental injury, sexual molestation, and negligent acts related to hiring, employment, supervision, training, investigation, reporting to proper

authorities, and retention of any persons for whom the insured entity is responsible, including but not limited to employees and volunteers. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit and injuries to the head, brain, neck and spine coverage. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies.

Installation Floater: To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the Contractor's care, custody or control that is often excluded under the Contractor's general liability coverage.

Excess Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Excess policies may provide two functions:

- (1) To provide additional limits above each occurrence limit of the specific primary policy;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and

Most Excess liability policies contain one comprehensive insuring agreement for each line of coverage. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury depending on what line of coverage the excess liability is extending over.

7. Should coverage not equal or exceed the minimum coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. This may be achieved by Excess Insurance coverage.

If there is no Excess Insurance coverage, then the Commercial General Liability, Employers Liability, Sexual Abuse and Molestation, and Automobile Liability primary limits must be increased to equal or exceed the minimum total coverage limits required.

8. Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis.

Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract.

The Installation Floater shall include coverage for testing, if applicable.

The minimum amount of coverage to be carried shall be equal to the full amount of this contract.

The Contractor will be responsible for any applicable deductibles.

9. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to The College with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by The College.

For construction contracts, a per project aggregate (form CG 2503 05/09 or equivalent) shall also be required.

The College shall be included as an additional insured under all policies.

A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Copies of such endorsements or coverage enhancements shall be attached to the certificate(s) provided to The College and will become a part of the Contract.

Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by The College. The College reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**Level 2 Insurance Requirements:****Professional services contracts/agreements \$50,000 and under:**

Commercial General Liability	\$1,000,000
Professional Errors and Omissions Liability	\$2,000,000
Worker's Compensation (if applicable)	Statutory Limits
Employer's Liability	\$500,000
Excess Insurance, if necessary	See Section 7
Automobile Liability	\$2,000,000
Sexual Abuse and Molestation (if working with or supervising minors)	\$2,000,000

**Article 3. Safety:**

When performing work at Southwestern Oregon Community College, all Contractors, vendors, and their employees are required to perform their work in accordance with OR-OSHA safety standards, including but not limited to:

- Asbestos
- Compressed Air/Gas Cylinders
- Cranes/Hoists
- Fall Protection
- Hazard Communication/GHS
- Hearing Protection
- Welding
- Pesticides
- Safe Driving
- Scaffolds/Scissorlifts/Elevated Work Surfaces
- Bloodborne Pathogens
- Confined Space
- Electrical Safety
- Hand Tools and Power Equipment
- Hazardous Waste Disposal
- Housekeeping
- Personal Protective Equipment
- Respiratory Protection
- Safe Ladder Usage
- Lockout/Tagout\*

\*Contractor is required to adhere to The College's Lockout/Tagout policy (Attachment A).

**Article 4. Indemnification and Arbitration:**

The work performed by the Contractor shall be at the risk of the Contractor exclusively. Contractor hereby indemnifies and holds The College, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees, arising from or in any way connected with the work performed, materials furnished, or services provided to The College during the term of this Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

**Article 5. Warranty:**

Contractor warrants its work for a period of one (1) year against all defects in materials or workmanship. Additional material or workmanship warranties may apply on a contracted basis.

**Article 6. Contractor Assurances:**

Contractor gives assurances that:

1. The services will be performed exclusively by Contractor and that Contractor shall not be under the direction and control of The College;
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances;
3. Contractor will furnish the necessary tools or equipment;
4. Contractor has the authority to hire and fire employees to perform labor services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer;
6. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
7. Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F, as part of the personal income tax return, were filed for the previous year if the provider performed labor or services as an independent Contractor in the previous year;

8. Labor or services are performed by an independently established business. *(Meets four of six requirements below)*
- a. labor or services are primarily carried out at a location separate from the residence of the individual who performs the labor or services, or in specific portion of the residence which is set aside as the location of the business;
  - b. commercial advertising or business cards are purchased for the business, or individual has trade association membership;
  - c. telephone listing for business is separate from personal residence of the individual who performs the labor or services;
  - d. labor or services are performed only pursuant to written contracts;
  - e. labor or services are performed for two or more different persons within a period of one year; or
  - f. Contractor assumes financial responsibility for defective workmanship or for service not provided, as evidenced by ownership of performance bonds, warranties, errors and omissions insurance or liability insurance relating to the labor or service to be provided.

**Article 7. Tax Liability:**

The College shall not be liable for any withholding, social security, or income tax imposed upon the Contractor arising out of, or in any way related to, the performance of services under this contract.

**Article 8. Miscellaneous:**

Contractor is an independent Contractor and not an employee of The College per ORS 670.600. This Agreement shall be in full force and effect from the date of signing unless cancelled in writing by either party with thirty (30) days written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

**Article 9. Contract Termination:**

The parties agree that The College may terminate this contract at any time, for any reason, by giving the Contractor actual notice of termination. In the event this agreement is terminated before all services are performed, The College will pay the Contractor for services rendered to date of termination.

This Agreement is governed by the laws of the State of Oregon. Any amendment(s) must be given in writing.

**CONTRACTOR**

Company: \_\_\_\_\_

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

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

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

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

**SOUTHWESTERN OREGON COMMUNITY COLLEGE**

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

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

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

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

**CONTRACTOR INFORMATION:**

Social Security or Tax ID Number \_\_\_\_\_

Name as it should appear on check \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_