

ARCHDIOCESAN HAZARDOUS MATERIAL REMOVAL CONTRACT
Corporation of the Catholic Archbishop of Seattle
Office of Property and Construction Services

This agreement is made on the <insert date> day of <insert year>, between the Corporation of the Catholic Archbishop of Seattle (CCAS), a corporation sole (called the Owner) and _____ (called the Contractor).

All correspondence concerning this contract shall be sent to:

Owner: Corporation of the Catholic Archbishop of Seattle
Office of Property and Construction Services
710 Ninth Avenue
Seattle, WA 98104
Owner's Representative: Ed Foster
(206) 382-4851 (phone) (206) 382-4266 (fax)

Parish: Parish/Agency Name: _____
Parish Representative: _____
Address: _____
City/State/Zip: _____
Phone: _____

Contractor: Contractor Name: _____
Contractor Representative: _____
Address: _____
City/State/Zip: _____
Phone: _____
State License Number: _____
Insurance/Bonding Agent, City: _____

The Owner and the Contractor agree as follows:

1. **Description of Project.** The proper removal and disposal of hazardous materials as defined by the following: _____

2. **Work.** The work described in the following drawings, specifications, scope of services, materials, lists, estimates or bids/proposals (list all documents as attachments):
Attachment A Contractor proposal dated: _____ of ____ pages
Attachment B Good Faith Asbestos Report dated _____ of ____ pages.
 - Contractor to provide water and power, if required for the work.
 - All work to be performed in accordance with all Local, State and Federal regulations.
 - All waste is to be disposed in a proper manner and in an approved landfill. Include documentation from transporter of material and from landfill or transfer station receiving material.
 - For projects involving Asbestos Abatement: Provide all air monitoring in accordance with all Local, State and Federal regulations
 - Provide and pay for notification to all governing authorities including permit required for this work.

3. **Schedule.** The Contractor will commence work on this contract on the ____ day of _____, ____ unless modified by a written change order. The work shall be substantially complete by ____ day of _____, ____.

4. **Cost of the Work.** The cost of the work based on the above scope and schedule shall be: _____ (\$_____).
(Sales tax shall be paid in addition to the cost of the work).

5. **Payment.** The Contractor will submit an invoice upon completion of the work, including a conditional lien release from the Contractor (*Attachment C*), and from all major suppliers and subcontractors. Upon acceptance of the work, the parish/agency will pay the contract amount, plus any additions to the contract amount as indicated in an approved written change order, less 5% retention. Upon acceptance of the project closeout documentation, the 5% retention will be paid..

6. **Liquidated Damages.** In the event that the Contractor fails to complete the scope of this contract on the date specified herein, the Contractor shall pay liquidated damages in the amount of \$_____ per day after the date of substantial completion.

7. **Changes and Modifications.** All changes or modifications to the cost of the work will be made by a written change order, signed by all parties before the work is begun. The change order will include all direct costs of the work plus a maximum aggregate of ten percent (10%) overhead and profit and any changes in the substantial completion date.

8. **Insurance.**

Commercial General Liability. Contractor shall obtain and maintain a policy of “general,” “public or “commercial” liability insurance as follows:
A policy with limits of not less than \$1,000,000 each occurrence for bodily injury and \$1,000,000 each occurrence for damage to property, or, alternatively, \$1,000,000 combined single limit each occurrence for bodily injury and property damage combined subject in each case to an annual aggregate of \$1,000,000. The general annual aggregate shall apply on a per project basis. The policy shall be written on the “occurrence” form, and shall include, but not be limited to, coverage for premises and operations, contractual liability (including specifically liability assumed herein), broad form property damage, and products and completed operations. The policy shall not exclude coverage for the lateral support, underground explosion, or collapse hazards. Owner and its directors, officers and employees shall be included under such policy as additional insured as respects liability arising out of the work to be performed by Contractor, with coverage primary and not contributory with any coverage maintained by Owner. The policy shall contain a severability of interest provision in favor of the additional insured acceptable to Owner, and shall comply with the following minimum requirements:

Pollution Liability. Contractor shall obtain and maintain a policy for pollution liability with limits of not less than \$2,000,000.

Automobile Liability. If licensed vehicles will be used in connection with the performance of the work hereunder, and at all times when such vehicles are operated on the premises of the Owner, Contractor shall maintain automobile liability insurance covering all owned, rented, and non-owned vehicles operated by Contractor with policy limits of not less than \$1,000,000 combined single limit for bodily injury and property damage.

Worker’s Compensation. Contractor shall at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Such workers’ compensation and occupational disease requirements shall

include coverage for all employees of Contractor, and for all employees of any Subcontractor retained by Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement of Contractor. Except to the extent prohibited by law, the program of Contractor's compliance with workers' compensation and occupational disease laws, statutes, and requirements shall provide for a full waiver of rights of subrogation against Owner, its directors, officers and employees. If Contractor, or any Subcontractor retained by Contractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations, and Owner incurs fines or is required by law to provide benefits to such employees, or to obtain coverage for such employees, Contractor shall indemnify Owner for such fines, payment of benefits to Contractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed to Owner by Contractor pursuant to this indemnity may be deducted from any payments owned by Owner to Contractor for performance of this Agreement.

Employer's Liability. Contractor shall maintain coverage for employers' liability with a policy limit of not less than \$1,000,000 per accident. If commercial insurance of workers' compensation is not permitted, this requirement may be fulfilled through an "Employers Stop Gap Liability" endorsement to the comprehensive general liability policy.

Certificate of Insurance. Prior to the commencement of work, Contractor shall provide Owner certificates of insurance evidencing full compliance with the insurance requirements contained herein. This certificate will be *Attachment D* to this contract. Such certificates shall be kept current throughout the entire period of performance, and shall provide for at least 30 days' advance notice to Owner if, for any reason other than nonpayment of premium, and ten days' advance notice to Owner if, for nonpayment of premium, the coverage is to be cancelled or limits reduced so as not to comply with foregoing requirements. Contractor's insurance is to: (a) include Owner as an additional insured; (b) waive rights to subrogation; (c) be indicated to be primary to and not contributory with insurance maintained by Owner, and/or (d) contain severability in interest's provision in favor of Owner the certificate shall expressly reflect in writing the insurer's acceptance of such requirements. Failure by Contractor, or any Subcontractor thereof, to furnish certificates of insurance or failure by Owner to request same, shall not constitute a waiver by Owner of the insurance requirements set forth herein. In the event of such failure on the part of Contractor, or its Subcontractors to provide the certificates as required herein, Owner expressly reserves the right to enforce these requirements, and in the event of liability or expense incurred by Owner as a result of such failure by Contractor or any Subcontractor, Contractor hereby agrees to indemnify Owner for all liability and expense (including reasonable attorney's fees and expenses associated with establishing the right to indemnity), incurred by Owner as a result of such failure by Contractor or its Subcontractors.

9. **Indemnification.**

Contractor will indemnify and save harmless Owner, his representatives, consultants, officers, agents, servants and employees (hereinafter individually and collectively, the "Indemnitees"), from and against any and all claims made or asserted for any damage or injury of any kind or nature whatsoever (including death), to any person or property (including, without limitation, claims for injury to or death of any employee of Contractor, or subcontractors or suppliers of any tier), which claims result from, arise out of, or occur in connection with the execution of the Work, whether or not such claims are based upon actual or alleged active or passive negligence or wrongdoing of any Indemnitee, except that Contractor shall not be required to indemnify an Indemnitee against a claim or loss to the extent the claim is the result of the Indemnitee's negligence or willful misconduct. Contractor shall indemnify Indemnitees from and against all loss, cost, expense, liability, damage or injury, including legal fees, that Indemnitees may directly or indirectly sustain, suffer or incur as a result thereof, and Contractor agrees to and does hereby assume on

behalf of Indemnitees the defense of any action at law or in equity which may be brought against Indemnitees by reason of such claims and will pay on behalf of Indemnitees, upon their demand, the amount of any judgment that may be entered against Indemnitees or any of them in any such action. In the event any such claims, loss, costs, expense, liability, damage or injury arise or are made, asserted or threatened against an Indemnitee for which the insurer of Contractor does not admit coverage, or if Owner deems such coverage to be inadequate, Owner shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient to protect Indemnitees from such claims, loss, costs, expense, liability, damage or injury, including legal fees.

10. **Termination of Contract.**

Should the Contractor fail to comply with the scope of work by neglecting to supply a properly skilled work crew, materials of the specified quality, cause harm to the Owner's property or persons, or fail in the performance of any of the agreements in this contract, the Owner shall provide written notice of the failure to the Contractor. The Contractor must bring all work in compliance. If after thirty (30) days, the Contractor does not comply with the terms of the contract, the Owner may provide written termination of this contract. The Owner may withhold funds required to correct or complete the work in this contract.

11. **Project Close-out Documentation for projects involving asbestos containing materials.**

Upon completion of the work, the Contractor shall notify the Owner. The Owner will arrange for the AHERA Building Inspector to conduct a follow-up inspection and verify all materials have been removed. The Inspector will issue a letter confirming completion of the removal. The Contractor will provide a written close-out report including the following:

- Copy of Washington State Certification
- Accredited Asbestos Supervisor Documentation
- Air Monitoring Results
- Transportation and Disposal of A.C.M. Documentation
- Procedures for Abatement Activities

Project retention (5%) will be paid on acceptance of the close-out documentation.

Project Close-out Documentation for projects not involving asbestos containing materials: See attachment E.

12. **Student Safety:**

All construction personnel, during the period when children are present, shall have an identification badge denoting they are construction personnel. Contractor shall assure that no construction work is performed in any area when children are present unless a staff person associated with the school/parish is also present.

13. **Dispute Resolution:**

Notice of Dispute. Within fifteen days after a dispute arises, the party seeking relief shall deliver to the other party a written notice requesting resolution of the Dispute under the Dispute resolution procedures of this Agreement. The notice shall: (a) include a statement of the cause of the Dispute; (b) cite applicable contract provisions; (c) state the relief sought; (d) identify the date the matter became a Dispute.

Negotiation. Each party shall appoint a senior representative to negotiate the Dispute on its behalf. Within ten days after delivery of the Notice of Dispute, the senior representatives shall meet or confer at a mutually agreed upon time and attempt in good faith to resolve the Dispute. If the senior

representatives are unable to resolve the dispute within thirty days of delivery of the Notice of Dispute, the parties shall proceed to resolution of the Dispute through mediation.

Mediation. If the dispute has not been resolved by negotiation, within forty-five days after service of the Notice of Dispute the parties shall mutually appoint a single mediator to assist them in resolving the dispute. The Parties shall schedule a mediation session as soon as practicable. The costs of the mediation shall be equally divided between the parties. Conclusion of at least one mediation session shall be a condition precedent to litigation in King County Superior Court.

14. **Lead Based Paint:** Unless documentation is referenced in this contract, the Contractor is to assume that lead based paint is present and will follow all local, state and federal regulations governing worker safety and removal, if needed.

15. **Other Conditions:**
The contractor will ensure that all forms of tobacco, alcohol products, and illegal drugs are not to be consumed on the premises. Violation of this section shall be cause for immediate dismissal of the contractors, subcontractors, or vendors' employees.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

Pastor or his Authorized Delegate

Contractor Signature

CCAS

Contractor Printed Name and Title

ATTACHMENT C
CONDITIONAL LIEN RELEASE FORM
Corporation of the Catholic Archbishop of Seattle
Office of Property and Construction Services

Parish/Agency & City: _____

Project Description: _____

The undersigned does hereby release all mechanic's lien, stop notice, equitable lien and labor and material bond rights, etc., purchased, acquired or furnished by or for us and used on the above premises up to and including _____ (date). This release is for the benefit of and may be relied upon by the Owner, the prime contractor, the construction lender, and the principal and surety on any labor and material bond.

The release is **CONDITIONAL** and shall be effective only upon payment to the undersigned in the sum of \$ _____.

If the payment is by check, this release is effective only when the check is paid by the bank upon which it is drawn.

By _____
(Signature of Contractor or Authorized Agent)

Company _____
(Please print)

Date _____

State of Washington,
County of _____

SS. On this _____ day of _____
20 ____, before me, the undersigned Notary
Public, personally appeared _____

(Name of Owner or Authorized Delegate) known to
me to be the person(s) who is the Owner or
Authorized Delegate for _____
(Name of Organization) subscribed to the within
instrument and acknowledged the same for the
purpose therein contained. IN WITNESS
WHEREOF, I hereunto set my hand and official
seal.

(Notary Public)

(Commission expires)