

ARCHDIOCESAN CONSTRUCTION CONTRACT

Corporation of the Catholic Archbishop of Seattle Office of Property and Construction Services

This agreement is made on **DATE**, between the Corporation of the Catholic Archbishop of Seattle (CCAS), a corporation sole (“the Owner”) and **CONTRACTOR NAME** (“the Contractor”).

All correspondence concerning this contract shall be sent to:

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

Parish: Parish/Agency Name: NAME
Attn.: NAME
Address: ADDRESS
City/State/ZIP: CITY, STATE ZIP
Phone: PHONE NUMBER
Email: EMAIL ADDRESS

Contractor: Contractor Name: NAME
Attn.: NAME
Address: CONTRACTOR ADDRESS
City/State/ZIP: CITY, STATE ZIP
Phone: PHONE NUMBER
Email: EMAIL ADDRESS
State License Number: LICENSE NO

The Owner and the Contractor agree as follows:

1. **Description of Project.** Materials and labor for the following project: JOB DESC.
2. **Work.** The work described in the following (*Attachment A*) drawings, specifications, scope of services, materials, lists, estimates or bids/proposals: ATTACHMENT NAME, # OF PAGES, DATED
3. **Schedule.** The Contractor will commence work on this contract on START DATE, unless modified by a written change order. The work shall be substantially complete by FINISH DATE.
4. **Cost of the Work.** The cost of the work based on the above scope and schedule shall be: AMOUNT (\$XX.XX, ALPHA). (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. Five percent (5%) of the contract amount will be retained by the Owner thirty (30) days after substantial completion and acceptance of the work under this contract.

OR

Payment. The Contractor will submit a monthly invoice for work completed, including a conditional lien release from the Contractor (*Attachment C*), and from all major suppliers or subcontractors. The parish/agency will pay the Contractor within ten (10) days after acceptance of the invoiced work. Five percent (5%) of the contract amount will be retained by the Owner thirty (30) days after substantial completion and acceptance of the work under this contract.

6. **Liquidated Damages.** N/A.

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:

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 seven (7) 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. **Safety and Cleanup.** The Contractor agrees to protect the parish/agency property and persons during the execution of this contract. The Contractor agrees to remove accumulated debris and waste material from the premises. Upon completion of the work, the Contractor shall leave the premises in a clean and orderly manner.
12. **Warranty and Project Completion.** Upon completion of the project, the Contractor agrees to provide a one-year written warranty for materials and labor before final payment will be issued. The Contractor agrees to provide all instructional manuals, material specifications, and production information related to the materials installed or provided in the work. The contractor will perform a walk-thru with a parish representative one month prior to the expiration date of the warranty. Failure to perform the walk thru will extend the warranty for one additional year.
13. **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.

14. **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

School/Parish Name

Contractor Signature

CCAS – Owner

Contractor Printed Name and Title