



Archdiocese of Los Angeles

Construction
Department

3424 Wilshire Blvd., 6th Floor
Los Angeles, CA 90010-2241
Phone: 213-637-7850 Fax: 213-637-6675

CONTRACT

The Contract Documents consist of this Agreement and the attached Contract General Conditions

OWNER: ARCHDIOCESE OF LOS ANGELES at **CONTRACTOR:**

CA STATE LIC #:

PROJECT NAME:

SCOPE: To furnish all labor, material, skill and equipment necessary or required to complete the installation of all work described below:

Note: Where a referenced proposal is in conflict with the attached Contract General Conditions, the General Conditions of this Contract supersede conditions of the proposal. Any proposal or other document attached hereto is incorporated herein by reference only to the extent of the scope of work. Terms or conditions contained in any referenced attachment or proposal are specifically excluded and are null and void. Handwritten modifications to this Contract or any of the Contract General Conditions are also null and void.

CONTRACT AMOUNT: In exchange for the Contractor's full and timely performance of the Work in accordance to the terms of this Agreement, the Owner Agrees to pay the Contractor the Not to Exceed sum of:

\$

Alternates:

PAYMENT SCHEDULE: Terms shall be NET 30 upon presentation of itemized invoice. Contractor shall submit for approval and payment applications of payments commensurate with the progress of the work unless otherwise stated below:

INVOICES: Contractor shall submit invoices for payment to the attention of:

TIME FOR COMPLETION: Time is of the essence. Contractor shall commence the work as described above starting: and complete the work no later than:

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board at: CONTRACTORS STATE LICENSE BOARD
P.O. BOX 26000
SACRAMENTO, CA 95826

CONTRACTOR:

CONTRACTED BY:

Name, title of RMO>

Name of Pastor

Date

Date

CONTRACT GENERAL CONDITIONS

ARTICLE 1 – RELATIONSHIP OF THE PARTIES

- 1) For purposes of the Agreement, the phrases “approved by Owner” shall mean the joint written approval of the Archdiocese of Los Angeles (or their appointed representative) and the Parish. Whenever proper notice, consultation, advice, recommendations and reporting is required by this Agreement, such notice consultation, advice, recommendations and reporting shall be given to the Owner, the Parish and their appointed representative.
- 2) The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Parish and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economical manner consistent with the interests of the Owner. The Owner agrees to exercise its good faith efforts to enable the Contractor to perform the Work in the best and most expeditious manner by furnishing or approving in a timely way information required by the contractor in writing, and making payments to the Contractor in accordance with the requirements of the Contract Documents. Except as is expressly authorized herein, the Contractor has no right or authority of any kind to act as a representative or agent of the Owner or the Parish.

ARTICLE 2 – COMPENSATION & PAYMENTS

- 3) The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work.
- 4) Contractor shall furnish Conditional Waivers and Releases for itself and any subcontractors, material men, and equipment providers for the amount covered by the payment. Further, upon submittal of final invoice, Contractor agrees to furnish an Unconditional Waiver and Release upon Final Payment for all subcontractors, maltreatment and equipment providers. Contractor shall furnish an Unconditional Waiver and Release upon Final Payment.
- 5) Ten percent (10%) shall be retained from progress payments and final payments until final inspection by Archdiocese and completion of any outstanding work or correction of any defective work or materials.
- 6) Payments due and unpaid under this Contract shall bear interest from the date payment is due at a rate of Ten percent (10%) per annum.
- 7) Contractor agrees to bond or otherwise remove any and all liens for service, labor, materials or machinery used in performing its duties hereunder, which may be filed by any person, or legal entity, within ten (10) days after filing. If such lien or liens are not so removed and Owner causes same to be removed, such costs (including reasonable costs and attorney's fees) will be charged to the Contractor. Owner retains the right to set off any fees and/or costs incurred in the removal of any mechanic's lien from any amounts payable to the Contractor
- 8) Contractor shall pay all taxes, assessments, and premiums under the Federal Social Security Act, applicable Worker's Compensation Law or other applicable laws, now or hereafter in effect and payable by reason of or in connection with any part of this work.

ARTICLE 3 – CHANGES IN THE WORK

- 8) This Contract may be amended only by written instrument (Change Order) signed by both Owner and the Contractor.
- 9) Owner may, at any time during the progress of the Work, request modifications, alterations, deviations in, additions to or omissions from this Contract. Any such change shall in no way modify the terms and conditions or make void this Contract. The Change shall be added to or deducted from the Contract Sum. Any modifications in price or time shall be agreed to in writing prior to the performance of any work.
- 10) Contractor's markup on change orders shall not exceed ten percent (10%) for overhead and five percent (5%) for profit.

ARTICLE 4 – INSURANCE AND INDEMNITY

- 11) The Contractor shall provide Contractor's Liability and other Insurance as follows:
 - 11.1 If the Contractor has employees, the Contractor shall provide all legally required insurance coverage relating to their employees, including, but not limited to Statutory Workers Compensation including Employers Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00).
 - 11.2 Commercial General Liability – with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Said policy must be written on the ISO CG0001, 1998 occurrence form, or equivalent or broader, with no additional exclusions, and must include primary, not contributing coverage. The Owner must be named as an additional insured.
 - 11.3 Business Auto Liability – covering owned, hired or non-owned vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and with the Owner named as an additional insured.
- 12) The Contractor hereby waives all right to claim against the Owner with respect to any bodily injury, personal injury or losses or damages to real or personal property whosoever caused. The Contractor hereby waives all rights of subrogation on behalf of any insurance company insuring its interest so long as said waiver does not violate any terms and conditions of any insurance policy.
- 13) To the fullest extent permitted by applicable law, the Contractor and its agents, partners, consultants and employees shall and do agree to indemnify, defend and hold harmless the Owner, its affiliated organizations, its other Consultants, the Architect and its and their respective officers, directors, shareholders, agents, servants, employees, representatives, and consultants, (hereinafter individually and collectively, the “Indemnified Parties”), from and against any and all claims, demands, damages, liabilities, losses, liens, causes of action, suits, judgments and expenses (including actual attorneys' fees and expert fees and expenses), any claims made or asserted for any damage or injury of any kind or nature whatsoever including claims for economic loss and claims for bodily injury and property damage, to any person or property, including employees of the Owner, which claims result from, arise out of, or occur in connection with the execution of the Work by Contractor or its subcontractors, whether or not such claims are based upon actual or alleged passive negligence of any Indemnified Party, except that the Contractor shall not be required to indemnify an Indemnified Party against a claim or loss to the extent of the Indemnified Party's active negligence or willful misconduct. Contractor shall indemnify Indemnified Party from and against all loss, cost, expert witness fees, forensic costs, expense, liability, damage or injury, including legal fees, that Indemnified Party's may directly or indirectly sustain, suffer, or incur as a result thereof, and the Contractor agrees to and does hereby assume on behalf of the Indemnified Party the defense of any action which may be brought against Indemnified Party, and will pay, upon their demand, the amount of any judgment that may be entered against Indemnified Party or any of them in any such action. The lawyer employed for the defense is subject to the reasonable approval of the Indemnified Party. In the event that any such claim, loss, expense, liability, damage or injury arises or is made or threatened against an Indemnified Party for which the insurer of Contractor does not admit coverage, or if the Owner deems such coverage to be inadequate, the Owner shall have the right to withhold from any payments due or to become due to the Contractor an amount sufficient to protect Indemnified Party from such a claim, loss, expense, liability damage or injury, including legal fees.
- 14) Services performed, equipment utilized and materials received on this Contract that do not meet the requirements of all governmental authorities and the Contract Documents are subject to return, rework or replacement by the Contractor at the Contractor's risk and expense.

ARTICLE 5 – CONTRACTOR RESPONSIBILITIES

- 15) This Contract must be executed and returned to the Construction Office within seven (7) days of receipt of this contract. Owner reserves the right to cancel this offer of a Contract in the event that the Contractor does not comply with this time requirement.
- 16) Contractor shall not assign this Contract or any part thereof or any monies due or to become due hereunder without prior written consent of the Owner.
- 17) All employees and subcontractors employed by Contractor shall be only such licensed and skilled mechanics, workmen and drivers in their respective trades, who shall work in harmony with separate contractors and others at the jobsite.

- 18) When applicable law requires that design services be performed by licensed design professionals, Contractor shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions.
- 19) Contractor shall have sole responsibility for and have control over all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work. Contractor warrants that all construction work, means, methods and materials comply with and meet all industry standards for intended use, manufacturer specifications, laws, regulations, rules and ordinances.
- 20) Contractor shall secure building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.
- 21) The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Work.
- 22) Contractor shall supervise his own work, and shall provide a competent foreman or superintendent capable of effectively communicating with project personnel. Contractor's foreman or superintendent shall represent Contractor in all matters at the jobsite, and decisions made by and communications provided to Contractor's foreman shall be deemed made or provided to Contractor.
- 23) Contractor has examined all General Conditions of the Contract Documents and is responsible for meeting all requirements. Contractor has visited the jobsite and has included all jobsite conditions in the cost of the work specified in this Contract. Contractor shall perform all Work pursuant to this Contract in a good and workmanlike manner and in accordance with all applicable laws, statutes, ordinances, building codes, regulations, and manufacturer's written instructions, and in a manner consistent with the highest standard of care within the industry. By proceeding with his own work, Contractor acknowledges that he has observed no defects or deficiencies with the previous work of other trades and that he will make no claim for additional costs for rework of previous trades unless Contractor notifies the Owner, in writing, of any such defect or deficiency.
- 24) Contractor shall employ appropriate steps and methods to perform work safely and to protect the public with respect to the Work of this Contract. Further, Contractor shall provide and maintain at all times appropriate safety measures to protect the public, workers, and residents from any dangers inherent with or created by the Work. Contractor shall comply with all authorities, including but not limited to, OSHA and CALOSHA, having jurisdiction with regard to safety.
- 25) Clearing, removal of debris and lawful disposal of trash associated with this trade is included in this Contract unless specified otherwise elsewhere in this Contract.
- 26) Contractor shall have sole responsibility for ensuring its compliance with all laws, regulations, judicial or administrative orders and ordinances governing its conduct and the conduct of its agents, employees, representatives, and subcontractors, including but not limited to laws governing vendor with respect to contact with minors, background checks, fingerprinting and permitting or otherwise allowing any conduct or activity on the premises of the school. Contractor shall indemnify and hold harmless the school against any loss, cost, expense (including attorneys' fees and expenses), damage or action arising from any failure to comply.

ARTICLE 6 – TERMINATION AND DISPUTE RESOLUTION

- 27) If the Contractor fails to carry out the work in accordance with and as specified in this Contract, the Owner may terminate this Contract immediately without notice. In that this Contract is terminated for cause, Contractor shall only be entitled to payment for Work satisfactorily completed in the discretion of Owner. Owner may terminate this Contract for any reason whatsoever upon three (3) business days written notice to Contractor. In the event this Contract is terminated by Owner without cause, Contractor will be paid all work performed up to the date of termination.
- 28) Any controversy or claim arising out of or related to this Contract, or the breach thereof, shall be submitted first to mediation before a mediator agreed upon by the parties. The mediator shall be selected and the dispute submitted to mediation within sixty (60) days of written notice of the dispute by one party to the other. Each party shall equally share the cost of mediation.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

- 29) This Contract shall be interpreted and construed in accordance with the laws of the State of California including laws relating to the statute of limitations and conflicts of law. Jurisdiction of any dispute regarding this Contract shall be in California.
- 30) If any portion of this Contract is held as a matter of law to be unenforceable, the remainder of this Contract shall be enforceable without such provisions.
- 31) This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained in this Agreement and supersedes any and all prior agreements between the parties, whether verbal or in writing. The parties, by mutual agreement in writing, may amend, modify and supplement this Agreement. The failure of any party to this Agreement to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

ARTICLE 8 - WARRANTY

- 32) The Contractor warrants all materials and workmanship, and agrees to replace at his sole cost and expense and to the satisfaction of the Owner, any or all materials found to be defective or improperly installed as well as indemnify the Owner against any or all liability, losses or damage to any persons or property arising from any defects or improper installation of the Work during a period of two (2) years from completion and acceptance of the entire project. If, however, the warranty period in any contract between the Contractor and any Supplier, Vendor or Manufacturer exceeds the warranty in this contract, the longer warranty shall apply as between the Contractor and Owner. All warranties will inure to the benefit of the Owner, their successors or assigns, including equipment warranties. These provisions reflect minimum warranty requirements and do not reduce any other applicable warranties whether express, implied or implied by law.
 - A. Additional terms applicable to roofing, sheet metal, caulking and/or waterproofing subcontracts: Contractor agrees to guarantee the roofing, waterproofing, gravel stops, flashings, and counter flashings shall remain in a watertight condition for the number of years specified in the Owner's contract documents and, in any case, not less than five (5) years. If the waterproofing or roof leaks, the Contractor agrees to make the necessary permanent repairs immediately to produce a watertight condition and agrees to reimburse the Owner for any costs incurred to repair water damage to the walls, ceilings, fixtures, furnishings, paintings or decorating, etc. caused by the leaks. Contractor will remove and replace any work necessary to gain access to the roofing or waterproofing membranes being maintained hereunder.
 - B. Additional terms applicable to plumbing, heating, air conditioning, electrical, fire sprinkler, or process piping contracts: Contractor shall be responsible for all damages to the building, furnishings and all improvements included in the General Contract caused by leaks in the piping or conduit systems installed hereunder, or due to leaks where pipes or conduit goes through walls or slabs where the joints around such pipes or conduits are to be watertight. The Contractor shall repair at its expense all damage so caused or will reimburse the Owner for any costs required to repair water damage to the walls, ceilings, fixtures, furnishings, paintings, or decorating, etc. caused by such leaks.

END CONTRACT GENERAL CONDITIONS