

## ADDENDUM TO CONTRACT FOR CONSTRUCTION

**DEFINITIONS:** "ARCHITECT" means the person or entity identified as Architect or Designer in the contract, and includes the Architect's consultants.

"CONTRACTOR" means the person or entity identified as such in the contract, the person or entity responsible for constructing the project, and/or the construction manager.

"OWNER" means the Roman Catholic Bishop of Springfield, a Corporation Sole, 65 Elliot Street, P.O. Box 1730, Springfield, MA 01102-1730.

"PARISH" means the Parish where the project is located. At all times, use of the term "PARISH" is intended and understood to include the OWNER.

**OWNERSHIP OF INSTRUMENTS OF SERVICE:** All Instruments of Service provided to and paid for by the PARISH/OWNER shall become the property of the PARISH/OWNER. Any use of the Instruments of Service by the PARISH/OWNER other than for purposes of completing, using and maintaining the project shall be at the sole risk of the PARISH/OWNER and without liability to the ARCHITECT.

**INSURANCE:** While CONTRACTOR is performing operations for the PARISH and/or for the OWNER, the CONTRACTOR shall maintain the following insurance coverage:

**COMMERCIAL GENERAL LIABILITY INSURANCE:** Occurrence Form, including products/completed operations and contractual liability, providing coverage in the minimum amount of:

- (a) Where the total contract sum, including accepted alternates and allowances, does not exceed \$30,000: \$1,000,000 per occurrence; \$2,000,000 in the aggregate;
- (b) Where the total contract sum, including accepted alternates and allowances, is between \$30,000 and \$160,000: \$2,000,000 per occurrence; \$4,000,000 in the aggregate;
- (c) Where the total contract sum, including accepted alternates and allowances, is between \$160,000 and \$2,000,000: \$3,000,000 per occurrence; \$5,000,000 in the aggregate;
- (d) Where the total contract sum, including accepted alternates and allowances, exceeds \$2,000,000: \$5,000,000 per occurrence and \$5,000,000 in the aggregate;
- (e) These limits may be met by a combination of primary and excess coverage; and
- (f) The CONTRACTOR agrees to provide a certificate of insurance to the PARISH/OWNER which names the PARISH/OWNER as an additional insured on CONTRACTOR'S liability policy for claims arising out of CONTRACTOR'S, subcontractor's or sub-subcontractor's operations or made by CONTRACTOR, subcontractors or sub-subcontractors, employees, agents, guests, customers or invitees. CONTRACTOR must verify that its liability insurance policy is primary in the event of a covered claim or cause of action against PARISH/OWNER.

**AUTOMOBILE LIABILITY INSURANCE:** CONTRACTOR shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business. Automobile liability coverage shall be maintained by the CONTRACTOR in the minimum amount of \$2,000,000 combined single limit.

**WORKERS' COMPENSATION INSURANCE:** CONTRACTOR shall maintain workers' compensation insurance as required by law.

**INDEMNIFICATION:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the PARISH/OWNER against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR, or its employees, agents, members, or officers.

**SUBCONTRACTORS:** CONTRACTOR shall be required to verify that all subcontractors maintain general liability insurance, workers' compensation insurance and automobile liability insurance. Furthermore, CONTRACTOR agrees to indemnify and defend the PARISH/OWNER for any claim or cause of action whatsoever which was caused by the negligence or other actionable fault of an uninsured subcontractor.

**NO WAIVER OF SUBROGATION:** PARISH/OWNER does not waive any rights of recovery against the CONTRACTOR, subcontractor or sub-subcontractor for any damages. PARISH/OWNER, ARCHITECT, CONTRACTOR, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Property, Builders Risk or Boiler and Machinery coverage for which any party is responsible if that party does not have liability insurance to cover such damages and liability insurance has been maintained as required by this Addendum.

**NO MANDATORY ARBITRATION OR BINDING DISPUTE RESOLUTION:** Arbitration or other forms of binding dispute resolution shall not be required to resolve any claims, disputes or other matters in controversy arising out of or otherwise related to the Contract; however, such claims, disputes or other matters in controversy shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**NO PARISH/OWNER'S PERFORMANCE BOND:** PARISH/OWNER shall not be required to give bond for proper performance of PARISH/OWNER'S duties upon the occurrence of an insured loss.

**NO WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES:** There shall be no waiver of claims between PARISH/OWNER and CONTRACTOR for consequential damages arising out of or otherwise related to the Contract.

**EXEMPTION FROM TAXES:** The OWNER and the PARISH are non-profit tax exempt entities and therefore exempt from sales and federal excise tax.

**GOVERNING LAW:** The Contract shall be governed by the laws of the Commonwealth of Massachusetts, and venue for any legal or equitable proceedings shall be in Hampden County.

**CONTRACT OVERRIDE AND SEVERABILITY PROVISION:** CONTRACTOR and PARISH/OWNER agree that this Addendum overrides any and all portions of previous and/or contemporaneous agreements between CONTRACTOR and PARISH/OWNER that contain language in contradiction with this Addendum. If any portion of this Addendum is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR and PARISH/OWNER agree that the portion of the Addendum which is in conflict with the statute will be stricken from the Addendum, with the remainder of the Addendum binding for both parties.

**CONTRACTOR:**

**PARISH:**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
NAME (Print):

Its

\_\_\_\_\_  
NAME (Print):

Its Pastor

\_\_\_\_\_  
DATE

**OWNER:** Roman Catholic Bishop of  
Springfield, a Corporation Sole

**BY:**

\_\_\_\_\_  
Most Rev. Mitchell T. Rozanski  
Its Present Bishop

\_\_\_\_\_  
DATE

**START DATE OF CONTRACT (Understood to be the latest date signed if left blank):**

\_\_\_\_\_  
Instruction to Parish (Parish Use Only): This Addendum to Contract for Construction stands on its own as a legal contract between PARISH/OWNER and CONTRACTOR should this Addendum not be incorporated or attached to a contract.

0417-0904220297364  
2/1/16