

CONSTRUCTION AGREEMENT
(under \$50,000)

THIS AGREEMENT ("**Agreement**"), is entered into and effective _____
 ("**Effective Date**") by and between ROMAN CATHOLIC CHURCH, IN THE STATE OF
 HAWAII ("**Owner**") and _____ (*enter state*
 where registered and entity type) _____
 _____ ("**Contractor**")

Recital 1. Owner is the property owner of the enter name of Parish/Facility
 located
 at (*enter full address*), _____.

Recital 2. Owner desires to engage Contractor for professional construction
 services in connection with (*enter brief description of work*) _____
 _____ at the Parish/Facility (the "**Project**").

1. SCOPE OF WORK: Contractor is responsible for completion of all, or a portion of,
 the Project which shall be carried out in or around all or part of the Parish/Facility
 ("**Site**"). Contractor's work shall include the performance of all things necessary and
 reasonably inferable from the Contract Documents to fully complete the tasks described
 in **Exhibit A** ("**Scope Work**"). Contractor's Work shall be in strict accordance with the
 requirements of the Contract Documents, including the drawings and specifications
 described in **Exhibit B**.

2. CONTRACT PRICE: In consideration for the performance of the Work, Owner shall pay
 Contractor a fixed price of _____
 Dollars, (\$ _____, ("**Contract Price**"). The Contract Price shall be
 Contractor's sole and total compensation for all costs, overhead and profit, including without
 limitation, all permits, fees, federal, state, and local statutory benefit taxes, income taxes and
 sales and use taxes. Further, the Contract Price shall include all out-of-pocket expenses
 incurred in connection with the Work, including without limitation travel expenses, food,
 lodging, and all office expenses. The Contractor is required to complete the Base Bid Form
 attached to Exhibit A. Equipment purchases attributable to the Additional Work ("**Contractor's**
 Mark Up"). Contractor's Mark Up is for all overhead and profit attributable to the Additional
 Work. In addition, Contractor will be allowed a five percent (5%) mark-up on the approved
 value of Additional Work performed.

3. CHANGE ORDERS: To be effective, any changes in the work , the Contract Price or the
 Contract Time must be reflected on the Owners Standard Change Order proposal form and
 signed by both parties.

4. CONTRACTOR'S REPRESENTATIONS: Contractor is being engaged by Owner in
 reliance upon Contractor's: (1) possession of all licenses and/or certifications as required in the
 local jurisdiction; (2) representations of professional expertise in the specific area of
 construction called for by this Agreement; and (3) ability to provide the required Work
 independently without substantial direction by Owner. Contractor shall comply with all
 applicable laws, codes, regulations, ordinances and rules, whether local, regional or national,
 with respect to the Work to be performed and the equipment or materials to be furnished
 hereunder and shall cause the Work to be constructed in compliance with this Agreement.

5. CONTRACTOR'S WARRANTY: Contractor warrants that the Work performed hereunder shall be performed in a first-class workmanlike manner and the materials and equipment provided shall be new and free from defects in workmanship and/or materials and equipment and agrees that any damage arising from any breach of this representation and warranty shall be promptly remedied by Contractor at its sole expense. If Contractor defaults or neglects to correct defective Work within a five (5) day period after receipt of written notice from Owner, Owner may, without prejudice to other remedies, correct such deficiencies at Contractor's expense. Contractor's warranty shall apply during performance of the Work and shall extend for the later of: (1) a period of twelve (12) months after the date of Final Completion, as defined in Paragraph 33; or (2) the period of such manufacturer's warranties provided for materials and equipment ("**Warranty Period**"). During the Warranty Period, Contractor shall be responsible for correcting any and all defects in workmanship, materials or equipment or other damages arising from a breach of this warranty at Contractor's sole cost and expense.

6. SITE CONDITIONS: Contractor has examined the Site and the Contract Documents and has familiarized itself fully with the conditions under which the Work shall be performed. Contractor assumes the risk of such conditions and shall complete fully the Work within the Contract Time and for the Contract Price. Any information about the Site that is furnished by Parish/Facility shall be for the convenience of Contractor and without any guarantee by Parish/Facility. Contractor shall not be responsible for latent defects or hidden conditions which are not reasonably discoverable by means of due diligence. However, Contractor must notify Parish/Facility in writing within ten (10) days after the first observance of such latent defects or hidden conditions or any claim for additional compensation shall be waived by Contractor.

7. EQUIPMENT, and MATERIALS:

.1 Tools and Equipment. Contractor shall provide at its expense, without remuneration or reimbursement of any kind, all equipment, materials, tools, construction equipment, machinery and supplies necessary to complete the Work in accordance with this Agreement.

.2 Materials and Supplies. Title to all Work, materials and equipment shall pass to Owner upon Contractor's receipt of payment for the same. Parish/Facility may enter upon the location where any material or equipment is manufactured or stored for purposes of inspection, checking, testing or for any other purpose Parish/Facility deems reasonably necessary. The parties acknowledge that certain materials will be supplied and delivered to the Project by Owner and that Contractor will assume responsibility for such materials at the time they are unloaded from the truck at the Project or other location where they may be delivered by Parish/Facility.

8. SUBCONTRACTORS AND VENDORS: Contractor may engage subcontractors and vendors to perform all or any portion of the Work, provided that Contractor shall be responsible for payment to any and all such subcontractors and vendors. Contractor shall be responsible for the performance of its subcontractors and vendors of every tier to the same extent as if such subcontracted work was performed by Contractor directly. Prior to entering into subcontracts, Contractor shall provide Owner with a written list of the names of Contractor's proposed subcontractors and vendors for each portion of the Work for review and consent by Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Contractor acknowledges that all duties and responsibilities set forth in this Agreement flow-down and shall be an integral part of each and every subcontract entered into

by Contractor.

9. EMPLOYEES: Parish/Facility may, from time to time, establish reasonable rules and regulations relating to standards to be met by Contractor regarding the appearance or conduct of employees or agents, including all subcontractors and vendors performing Work at the Site. Contractor shall be responsible at all times for the conduct of all such persons. Contractor will remove, or cause to be removed, from the Site any persons to whom Owner may reasonably object and will ensure that such person(s) shall not thereafter be employed by Contractor in connection with the Work hereunder. Contractor shall not be required by Parish/Facility to engage in any personnel action which is, or may be deemed to be, against public policy or contrary to local, state or federal ordinance, rule or statute or to any collective bargaining agreement or other labor or employment contract.

10. Independent Contractor: The Contractor shall act as an independent Contractor in providing the work. The means and methods Contractor employs to provide the Work are matters entirely to act as an agent of owner or Parish/Facility within its discretion and control in accordance with accepted industry practices. Contractor has no authority

11. SAFETY: Contractor shall be responsible at all times for the safety of its employees, the employees of its subcontractors and vendors of any tier, and their respective representatives and agents who are engaged in providing Work at the Site or in or around the Parish/Facility. Contractor shall fulfill all notice and reporting requirements and otherwise strictly comply with, and shall require all of its subcontractors and vendors to likewise comply with, all local, municipal, state and Federal laws and regulations of public authorities pertaining to health and safety. Notify Parish/Facility immediately whenever unsafe conditions existing outside of Contractor's area of control are observed by Contractor or by any subcontractor or

12. SITE CLEAN UP: Work performed under this Agreement shall comply with all laws, ordinances and regulations, whether local, regional or national, governing applicable noise, dust and pollution control requirements. Contractor shall at all times and on a daily basis during the course of the Work keep all Work areas in a clean and safe condition by removing promptly and disposing properly of all debris and rubbish generated by Contractor's operations and by all other contractors on the Project.

13. AUTHORIZED REPRESENTATIVES:

Parish Liaison. The Parish has designated: _____ as its representative: Telephone: _____ E-mail: _____ who is assigned solely to this project to communicate to the General Contractor and the project team regarding Parish events, special occasions and activities that require consideration by the General Contractor.

14. TIME OF THE ESSENCE: Contractor acknowledges that **TIME IS OF THE ESSENCE** of this Agreement. In this regard, Contractor hereby accepts and confirms that the time allowed in the Project Schedule is reasonable for completing the Work and hereby agrees to dedicate such personnel and other resources as may be necessary to guarantee that the Work is continuously managed and performed in a diligent, skilled and workmanlike manner in accordance with Owner's objectives of cost, time and quality.

15. COMPLETION GUARANTY: Subject to any approved Change Order authorizing an extension to the Project Schedule, Contractor hereby guarantees to (1) achieve each of the interim milestone dates shown on the Project Schedule; and (2) achieve Substantial Completion of the Work, as defined in Paragraph 32.2, within the Contract Time. Contractor's failure to achieve Substantial Completion within the Contract Time, except pursuant to a mutually agreed Change Order, shall constitute a breach of this Agreement. In the event that Contractor falls significantly behind the interim milestone dates or the Contract Time, Parish/Facility shall be entitled to require Contractor to implement a recovery schedule ("**Recovery Schedule**") within five (5) days, which Recovery Schedule shall only be effective if approved by Parish/Facility.

16. EXTENSIONS OF TIME: If Contractor is delayed at any time in the progress of the Work by an act or omission of Parish/Facility, Parish/Facility's employees, or separate contractors employed by Parish/Facility, or by changes ordered in the Work, or by Force Majeure, as defined in Paragraph 24, or by other causes which Parish/Facility and Contractor agree may justify delay ("**Excusable Delay**"), and Contractor has provided written notice to Parish/Facility within ten (10) days of the event causing the delay, then the Contract Time shall be reasonably extended by Change Order if such Change Order is approved by Owner in accordance with Paragraph 7 of this Agreement. Contractor's failure to submit written notice within ten (10) days of the event causing the delay shall constitute a waiver of Contractor's right to assert that an Excusable Delay justified an extension of time hereunder.

17. FORCE MAJEURE: In the event that Contractor is prevented from performing the Work hereunder by reason of any labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond Contractor's and Parish/Facility's control ("**Force Majeure**"), resulting in delays to the Project Schedule, Contractor shall be entitled to an extension of time as provided in Paragraph 23.

18. LIMITED DAMAGES FOR OWNER DELAYS: To the extent that any delay is caused solely by Parish/Facility, its agents, consultants or separate contractors, which independently affects the critical path of the Project, it shall be deemed a compensable delay ("**Compensable Delay**"). All other delays, including Force Majeure delays, shall be non-compensable. Contractor agrees that any compensation for Compensable Delay shall be limited to the following costs when actually paid by Contractor: (1) direct costs of craft labor; (2) direct costs for materials and equipment; (3) direct rental charges for machinery and equipment; (4) direct sales and use taxes; and (5) extended project overhead. Under no circumstances shall Contractor be entitled to recover any amounts for lost productivity, inefficiency, out-of-sequence work, stacking of trades, idle equipment, lost profits, extended home office overhead, interest or any other indirect costs and Contractor hereby waives any right to claim such costs under this Agreement. Any compensation to Contractor for a Compensable Delay shall be documented in a Change Order in accordance with Paragraph 7 of this Agreement..

19. FINAL COMPLETION:

.1 Final Completion Punchlist Procedures. Contractor's required punch list procedures prior to final completion shall be as follows:

.a After Contractor satisfies all remaining items on the Final Punchlist, Contractor may submit written notice to Parish/Facility stating that the Work is ready for inspection.

.b In the event that Parish/Facility disagrees with Contractor's claim that all items on the Final Punchlist have been completed and that final completion has been achieved, Parish/Facility shall promptly advise Contractor in writing of the remaining items to be completed for purposes of final completion. All re-inspections to determine if the Work is acceptable for purposes of final completion shall be made jointly by Parish/Facility and Contractor.

c. Parish/Facility will provide written notification to Contractor when Final Completion has been achieved

20. LIENS: Contractor covenants and agrees to keep the equipment and property of Parish/Facility and the premises of the Parish/Facility free and clear from any and all liens for Work performed or materials and equipment furnished hereunder and Contractor agrees to indemnify Owner and Parish/Facility against any and all costs, expenses, losses and all damage resulting from the filing of any such liens against Owner or the Parish/Facility. If a lien is filed by a subcontractor or vendor of Contractor, Contractor will immediately take whatever action is necessary to remove such lien at Contractor's expense. Contractor shall, upon request by Owner, furnish waivers of such liens or receipts in full for all claims for such Work or materials and equipment and an affidavit that all such claims have been fully satisfied. Contractor's obligations under this Paragraph 34 shall apply unless Parish/Facility has failed to pay Contractor any undisputed amount after thirty (30) days written notice of such non-payment.

21. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless Owner and the Parish/Facility and their respective successors and assigns and their respective officers, employees and agents (collectively referred to as the "**Indemnitees**") from and against any and all claims, liabilities, loss, damages, fines, penalties or costs of any nature, including reasonable attorneys' fees, whether by reason of death of or injury to any person or loss of or damage to any property or otherwise, arising out of or in any way related to the Work or undertaking performed pursuant to this Agreement, or acts or omissions of Contractor, all subcontractors and vendors, or Contractor's employees and agents. In the event that any claim is made or an action or proceeding is brought against Indemnitees, arising out of Contractor's Work, any such Indemnitee may, by notice to Contractor, require Contractor, at Contractor's expense, to resist such claim or take over the defense of any such action or proceeding and employ counsel for such purpose. Any counsel chosen by Contractor is subject to Indemnitees prior written approval, which approval shall not be unreasonably conditioned, delayed or denied. In the case of counsel acting for the Contractor's insurance underwriters, Indemnitees approval is deemed to have been given. Contractor's obligations under this Paragraph 35 shall survive termination of this Agreement. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person under this Agreement and shall not include indemnity for the established negligence or willful misconduct of the indemnities.

22. INSURANCE: Contractor shall procure and maintain at its expense policies of insurance of the types and in amounts no less than the minimum coverages specified in **Exhibit H** attached hereto. Contractor shall maintain such policies of insurance for the duration of the Work and for a period of at least two (2) year thereafter if no other time period is specified herein.

23. TERMINATION, SUSPENSION AND STOP WORK ORDERS:

.1 General. Owner shall have the right to terminate this Agreement as follows:

.a Termination for Cause. Owner may terminate this Agreement if Contractor: (i) violates or breaches any of the terms, conditions or covenants hereof and does not remedy such violation or breach within ten (10) days after written notice by Owner to Contractor of such violation or breach ("**Default Notice**"); or (ii) makes an assignment for the benefit of creditors or is a party to a voluntary or involuntary bankruptcy proceeding ("**Termination for Cause**").

.b Termination for Convenience. Owner may terminate this Agreement in whole or in part solely for Owner's convenience ("**Termination for Convenience**") upon written notice to the Contractor, without regard to any fault or failure to perform by Contractor or any other party. In the event of a Termination for Convenience, Contractor shall be paid for all Work satisfactorily performed up to the date of such notice plus an additional amount for reasonable, unavoidable and direct costs of demobilization for a maximum of ten (10) days following receipt of the notice.

24. ASSIGNMENT OF WARRANTIES: Contractor shall procure all materials and equipment necessary to perform the Work and construct the Project. Upon Substantial Completion, Contractor shall assign to Owner, and Owner shall have the benefit of any and all manufacturer's or suppliers' warranties, representations, service agreements and indemnities with respect to the materials and equipment to the extent assignable by Contractor, and to the extent such warranties, representations, service agreements and indemnities are not assignable by Contractor, Contractor agrees that Owner may assert or enforce any right Contractor may have to enforce such warranties, representations, service agreements and indemnities, or if such can only be enforced by Contractor and in its own name, upon written request of Owner and at Contractor's expense, Contractor shall take all reasonable action requested by Owner to enforce such warranties, representations, service agreements and indemnities. Contractor warrants that it shall not, without Owner's consent, make use of or modify the materials or equipment in a way which would void the manufacturer's or supplier's warranties, representations, service agreements or indemnities. If such use or modification, done without Owner's consent, results in such a voiding of any of said warranties, representations, service agreements, or indemnities, Contractor shall either alter its use or re-modify the materials or equipment to restore said warranties, representations, service agreements or indemnities, or shall assume the

25. OWNERSHIP OF DOCUMENTS: Contractor agrees that its Work is personal to Owner and considered work for hire and that title to all original reports, drawings, renderings, specifications, estimates, field notes and other documents prepared by Contractor and any Sub-Contractor pursuant to this Agreement shall be the property of Owner. To the fullest extent permitted by law, Contractor hereby assigns or shall cause to be assigned to Owner, all proprietary rights which Contractor and any Sub-Contractor may have in such documents, including all copyrights. Upon completion of the Work, or upon an earlier termination of this Agreement, Contractor shall promptly deliver to Owner the originals of all such documents. Contractor may retain one (1) set of reproducible copies for information and reference purposes only.

26. CLAIMS AND DISPUTES:

.1 General. The validity, interpretation and effect of this Agreement shall be governed by laws of the State of Hawaii. The existence of any claim, dispute or legal proceeding shall not relieve Contractor from its obligation to properly perform its Work as set forth herein. In the event of a dispute with respect to amounts payable under a request for payment from the Contractor, Owner shall pay all undisputed amounts and Contractor shall continue performing any remaining Work hereunder. Neither party shall initiate a legal proceeding nor shall the applicable statute of limitations commence to run until the Work is fully performed or until this Contract is terminated, whichever occurs first..

.2 Mediation. In the event of any claim, dispute or other matter arising out of or relating to this Agreement, the parties shall attempt to resolve any dispute amicably at a meeting to be attended by persons with decision-making authority. If, within thirty (30) days after such meeting, the parties have not resolved the dispute, they shall submit the dispute to mediation by written demand in accordance with the Construction Industry Mediation Procedures of the Dispute Prevention and Resolution Inc. 1003 Bishop St. Pauahi Tower Suite 1155, Honolulu, HI 96813 and bear equally the costs of the mediation.

.3 Arbitration. If, within thirty (30) days after mediation is initiated, the mediation does not result in settlement of the dispute, then the same shall be settled by arbitration administered Dispute Prevention and Resolution Inc. 1003 Bishop St. Pauahi Tower Suite 1155, Honolulu, HI 96813 and not by litigation. Either party may submit such unresolved dispute to arbitration, which shall be conducted by a sole arbitrator. The arbitrator shall be selected in accordance with Dispute Prevention and Resolution Inc. 1003 Bishop St. Pauahi Tower Suite 1155, Honolulu, HI 96813, however, the arbitrator must have experience in construction disputes and must not have any conflict of interest. The compensation of the arbitrator and all related expenses shall be borne equally by the parties, unless otherwise awarded by the arbitrator. Unless otherwise agreed, the arbitration shall be conducted in the State of Hawaii. The prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and disbursements in any action brought to enforce its rights under this Agreement.

27. PROPRIETARY INFORMATION: Owner considers all information pertaining to the Work or the Project to be confidential and proprietary unless otherwise stated to Contractor in writing. Contractor shall refrain from disclosing any such information without Owner's prior written consent, including any information which is prepared or developed by or through Contractor, other contractors, Owner, Architect/Consultant/Project Managers or other consultants.

28. ADVERTISING AND USE OF NAME: Contractor shall not display or distribute any advertising signs or notices of any kind whatsoever at the Parish/Facility, except caution and work in progress signs, without the prior written permission of Parish/Facility in each instance. Any such permission given shall be revocable at any time thereafter without prior notice to Contractor and at the sole discretion of Parish/Facility. In the event of such approval, Contractor may use the name of the Parish/Facility only in the manner and at such times as prescribed in such approval.

29. OWNER'S AUDIT RIGHTS: Contractor shall maintain all Project-related records, including but not limited to the following: (1) all correspondence; (2) books of account (kept in accordance with generally accepted accounting procedures); (3) electronic files, change order and claim files, subcontract files, vendor files; (4) daily reports; (5) RFI and change order logs; (6) shop drawings, schedules, schedule updates; and (7) all other schedule- related data, minutes of

meetings, monthly reports and all other supporting documentation pertaining to Work performed by Contractor under this Agreement (the "Project Records"). Contractor shall maintain all Project Records for a period of two (2) years after Final Completion ("Retention Period"). Owner shall have the right to audit, copy and inspect all such Project Records, including all electronic records, files and renderings which are retained in computers or on diskettes, at all reasonable times during the course of the Work and during the Retention Period to the full extent as may be necessary to assist Owner.

WITH COUNSEL, HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO TRIAL BY JURY, AND ACKNOWLEDGE THAT THEY UNDERSTAND AND ACCEPT THE DISPUTE RESOLUTION PROCEDURE SET FORTH IN THIS AGREEMENT.

30. NO THIRD PARTY BENEFICIARY: Except as may be expressly provided otherwise herein, this Agreement and the obligations of the parties are intended for the sole benefit of the parties and shall not create any rights in any other person or entity whatsoever except Owner and Contractor.

31. NOTICES: All notices and other communication to be given hereunder shall be in writing and be deemed to have been received either: (1) immediately upon personal delivery or confirmed fax receipt; (2) one (1) business day after having been sent by confirmed overnight courier; or (3) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid:

If to Owner:

Owner's Name: Roman Catholic Church in the State of Hawaii
Owner's Address: 1184 Bishop St. Honolulu, Hawaii
Attn: Owner's Rep: _____
Email: _____

If to parish:

Name of Parish\Facility: _____
Parish\Facility Address: _____
Attn: Parish\Facility Rep: _____
E-mail: _____

If to Contractor:

Name of Contractor: _____
Address of Contractor: _____
Attn: Contractor's Rep: _____
E-mail: _____

The parties hereto shall be responsible for notifying each other of any change of address or facsimile number in accordance with this Paragraph 31.

32. SEVERABILITY: The invalidity or unenforceability of any one of the terms, conditions, covenants or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, and the Agreement shall be construed and enforced as if such invalid term, condition, covenant or provision had not been included herein. be given hereunder shall be in writing and be deemed to have been received either: (1) immediately upon personal delivery or confirmed fax receipt; (2) one (1) business day after having been sent by confirmed overnight courier; or (3) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid:

33. ENTIRETY OF THE AGREEMENT: This Agreement, together with the attached Exhibits, contains the full and complete understanding of the parties as to the subjects contained herein and supersedes any and all prior written or oral agreements or understandings between the parties. This Agreement may not be modified except by a subsequent writing executed by both parties. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all of the parties and shall not be construed against the drafting party.

34. DAYS: For the purposes of this Agreement and unless stated to the contrary, the term "days" shall refer to calendar days.

35. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above. **IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year first written above.

ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII

By: _____
Name: _____
Title: _____

PARISH-

By: _____
Name: _____
Title: _____

NAME OF CONTRACTOR

By: _____
Name: _____
Title: _____

**Diocesan form reviewed by:
ASHFORD & WRISTON A Limited Liability Law Partnership LLP**

By: _____

Name: _____

Title: _____

Exhibit A Scope of Work

I. **SCOPE OF WORK.** The Work provided by Contractor is as follows:

1. **PAYMENT TERMS.** The Contract Price of _____ (\$ _____) shall be due and payable as follows, unless otherwise agreed between Contractor and Facility: (i) if the Contract Time is less than thirty (30) days, the Contract Price shall be due and payable within thirty (30) days after approval by Facility of Contractor request for payment following Final Completion of the Work.; or (ii) if the Contract Time is more than thirty (30) days, Contractor shall submit payment requests to Facility on or before the twentieth (20th) day of each month in accordance with an approved schedule of values, such request to be supported by such documentation as Facility Contractor shall require to verify entitlement. Once reviewed and approved by Facility, Contractor/ requests for payment shall be payable within thirty (30) calendar days after receipt by Facility.

Notwithstanding the foregoing, Facility shall be permitted to retain ten percent (10%) of any payment(s) due hereunder in order for Facility to confirm Contractor's full and complete performance under this Agreement in strict accordance with all of its terms and conditions. This retention shall be released to Contractor by not later than sixty (60) days following Final Completion of the Work, provided that Facility so confirms Contractor has performed all the Scope of Work requirements.

2. **CONTRACT TIME.** Contractor shall commence its Work on or before _____ and shall complete its Work on or before _____.
If applicable, Contractor shall perform its Work in accordance with the following schedule:
Attach Work Schedule

EXHIBIT B **House Rules**

The following is a code of conduct with which all construction related personnel ("**Construction Personnel**") shall comply with while on Site. Contractor shall provide a copy of these rules to each of its subcontractors, suppliers and delivery companies. All references to Construction Personnel hereinafter shall apply to Contractor, its subcontractors, sub consultants and vendors and each of their respective employees (as applicable). Contractor shall be responsible for assuring that all Construction Personnel abide by these rules. Owner or Parish/Facility shall not have any responsibility whatsoever for delays in the Work caused by violations of these rules by Construction Personnel.

- 1. PARISH/FACILITY OPERATIONS.** The Project may be performed in a Parish/Facility that will continue to conduct normal Parish/Facility operations. Accordingly, Contractor shall perform its Work in such a manner that the operations, character and atmosphere of the Parish/Facility are not materially impaired, except as may be reasonably necessary for execution of the Work. Contractor shall ensure that Construction Personnel conduct themselves in an appropriate manner so as not to impair the parishioners' experience at the Parish/Facility.
- 2. SAFETY.** Contractor shall exercise good judgment and practice safety at all times for the protection of the Construction Personnel, as well as that of Parish/Facility employees, parishioners, pedestrians, vehicles and other property. Contractor shall conduct safety meetings weekly and maintain records of these meetings. Such records shall be made available to the Parish/Facility and the Project Director upon request.
- 3. PARISH/FACILITY SECURITY.** All Construction Personnel must enter and leave the premises from the entrance designated for such purpose. Construction Personnel shall dress consistently with their occupational needs, craftsman status and the Parish/Facility's reasonable requirements. All Construction Personnel are subject to inspection by Parish/Facility whenever they leave the Parish/Facility premises.
- 4. WORK AREA.** The presence of Construction Personnel shall be restricted to those areas in which Work is being performed, unless they have prior approval. Failure to comply with these requirements will first result in a warning and, upon the second occurrence, removal of offending personnel from the premises for the duration of the Project.
- 5. GENERAL CONDUCT.** Construction Personnel shall exhibit conduct befitting the Parish/Facility and shall show deference to Parish/Facility parishioners and employees. All Construction Personnel shall refrain from the use of profanity on Parish/Facility property. Radios are not allowed. Construction Personnel shall be evicted from the Parish/Facility premises permanently if found to be using, possessing or under the influence of alcohol or narcotics. Contractor shall ensure that none of Parish/Facility's personal property (*e.g.*, furnishings, fixtures and/or equipment) will be removed from the Parish/Facility unless property passes are issued by Parish/Facility management. Contractor shall be responsible for providing restroom facilities and the maintenance and sanitation of this restroom. Use of other toilet facilities is prohibited. Parish/Facility telephones are not to be used unless prior written authorization has been granted by Parish/Facility. Construction Personnel shall exercise particular care in order to avoid damaging phones, phone wires, and TV cables.

Lunch and coffee breaks will be taken in areas designated by Contractor and approved by Parish/Facility.

6. FIRE PREVENTION. Smoking shall be allowed only in designated smoking areas in accordance with State Law. Failure to comply with this requirement will result in the offending individual's eviction from the premises by Parish/Facility. Contractor shall provide sand buckets and fire extinguishers for use in the designated smoking areas. Contractor shall use appropriate care and caution in the execution of the Work to prevent building fires. All heat-producing work shall be closely supervised, and Contractor will provide a fire watch and appropriate fire detection and extinguishing equipment in addition to that provided by Parish/Facility, if reasonably necessary. Contractor shall ensure that all areas where heat-producing Work is being performed are properly ventilated. Personnel performing fire watch duties should be informed of alarm box locations and fire hose cabinet locations.

7. STORAGE. Contractor shall supply a lock box or boxes for the safekeeping of construction equipment (*e.g.*, tools). There will be no storage area supplied by the Parish/Facility other than the designated work areas and lock box area. Contractor shall restore all areas used for on-site storage and construction activities to their pre-construction condition, excluding ordinary wear and tear.

8. CLEAN-UP. Contractor shall keep all Work areas clean and orderly and shall remove debris on a daily basis. Contractor shall provide containers in each work area for empty cartons and debris. All debris removal shall be Contractor's responsibility (or that of its subcontractors, as applicable).

9. COMMUNICATION. It is Contractor's responsibility to keep Parish/Facility reasonably apprised of the activities being performed each day.

Exhibit J

Insurance Requirements

- 1. REQUIRED INSURANCE:** At Contractor's expense, Contractor shall maintain insurance coverage of the following types continuously throughout the term of this Agreement or during any period Work is performed relating to this Agreement (and such further periods if required below):
- 2. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:** Contractor shall carry Workers Compensation fulfilling the requirements of any and all applicable workers' compensation laws. Contractor shall also carry Employers Liability insurance with a limit not less than \$1,000,000 each accident for bodily injury, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for disease. Contractor waives, on its behalf and its insurers, all rights against Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers Compensation and Employers Liability or Commercial Umbrella Liability insurance obtained by Contractor pursuant to this Agreement. Contractor shall obtain an endorsement equivalent to ISO form WC 00 03 13 to affect this waiver.
- 3. COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE:** Contractor shall carry commercial general liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence subject to the following:
 - a. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Work under this Agreement.
 - b. The CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured
 - c. Owner and Parish/Facility shall be included as an insured using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage.
 - d. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. Alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary and neither excess of nor contributory with any insurance or self insurance carried by Owner.
 - e. Contractor waives on behalf of itself and its insurers all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant this Agreement regardless of deductibles, if any.
- 4. COMMERCIAL AUTO INSURANCE:** If Contractor's scope of Work under this Agreement requires or involves the ownership, maintenance or use of an auto, Contractor shall carry Commercial Auto Insurance with a limit of insurance no less than \$2,000,000 each accident subject to the following:
 - The insurance shall be on a form no less broad than ISO form CA 00 01 10 01.

- a. Coverage shall apply to "any auto" whether owned, scheduled, leased, hired or other.
- b. Coverage shall extend to Owner for its vicarious liability, if any.
- c. The required Commercial Umbrella insurance may be used to meet the required limit.

5. COMMERCIAL PROPERTY INSURANCE: Contractor may, at its option, purchase insurance to cover its personal property. In no event shall Owner be liable for any damage to or loss of personal property sustained by Contractor, whether or not it is insured, even if such loss is caused by the negligence of Owner, its employees, officers, directors, or agents.

6. EVIDENCE OF INSURANCE: Prior to the execution date of this Agreement or commencement of any activity contemplated under this Agreement, whichever is earlier, Contractor shall furnish Owner (the Roman Catholic Church in the State of Hawaii and [*enter name of parish and school*], its officers, officials, employees and volunteers are hereby named as an additional insured), with evidence of compliance with the above requirements. Thirty (30) days written notice to Owner prior to cancellation or material change is required. Contractor shall further provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.¹

Failure of Owner to demand evidence of compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

INSURANCE COMPANY RATING: Insurance companies affording the coverage required above shall have an AM Best Rating of no less than A- VII.

FAILURE TO MAINTAIN INSURANCE: Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. If Contractor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense. If Owner is damaged by the failure of Contractor to maintain insurance as required in this Exhibit, then Contractor shall bear all costs attributable to that failure.

NO REPRESENTATION OF COVERAGE ADEQUACY: By requiring insurance herein, Owner does not represent that coverage and limits will be adequate to protect Contractor.

NO LIMITATION: The requirements contained herein shall not be construed in any manner to relieve or limit Contractor's indemnification obligations for any loss or claim arising out of this Agreement.

CROSS-LIABILITY COVERAGE: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.