

Parish/City: _____

Project: _____

STANDARD TERMS AND CONDITIONS

Diocese of Jefferson City, Missouri

The following terms and conditions are hereby incorporated in the contract or proposal for construction or remodeling between Diocese of Jefferson City Real Estate Corporation and _____ as Contractor dated _____. These standard terms and conditions supersede and take precedence over any inconsistent term or condition contained in the contract or proposal, or any other writing related to the project.

1. Insurance.

A. Worker's Compensation. The Contractor shall provide worker's compensation coverage for all employees and will confirm that worker's compensation insurance is being provided employees of all subcontractors.

B. General Liability. Contractor will provide general liability insurance with the Diocese of Jefferson City named as additional insured in an amount not less than \$1,000,000.00.

C. Builder's Risk. Contractor will provide builder's risk insurance with an installation floater covering losses to uninstalled materials and building.

D. Evidence of Coverage. The Contractor shall provide certificates of insurance reflecting these coverages.

2. Retention. The Diocese may retain 10% of any amounts otherwise payable during the term of the contract, and shall remit any retained amounts to Contractor upon completion. Election to initiate retention may be made at any time during the term.

3. Sales Tax. The Contractor understands that the Diocese is a tax-exempt organization and sales tax otherwise chargeable to an owner shall not be charged against purchases by or for the Diocese. The Diocese shall supply an exemption letter or project exemption certificate as requested.

4. Scope of Work. Contractor's responsibility shall include all costs attributable to the following, including without limitation: site preparation, building permits, standard trade tools, and clean up.

5. All Documents Applicable. Any designs, specifications or proposals which have not been superseded by any other similar documentation shall be considered part of the contract and the project will be completed according to such documents.

6. Change Orders. Any modifications or deviations from the terms of the contract or the documents incorporated by the preceding paragraph shall be accomplished by written change orders executed by both parties. Change orders involving less than 5% of the contract amount in new construction (or, for remodeling or renovation work, less than 10% of the contract amount) may be executed by authorized personnel at the parish or institution. Change orders involving more than those amounts must be executed by the Bishop or his designee.

7. Lien Waivers. The Contractor will upon request supply full or partial lien waivers, as applicable, for amounts paid or being paid by the Diocese.

8. As Built Drawings. If the total contract amount exceeds \$50,000.00 and the project involves a new structure or structural modification to an existing building, contractor shall upon completion provide the Diocese with as-built drawings for the project. If a general contractor is employed on the project, the general contractor will be responsible for obtaining drawings from any subcontractors and providing them to the Diocese.

9. Warranty. Contractor will complete the project in workmanlike manner and use quality materials appropriate for the project. Contractor warrants that the work and materials will be free from defect for a period of one year from the date of substantial completion, and will make any repairs necessary during that time period. In addition, the Diocese will be entitled to any manufacturer's warranties for components of the project.

10. Indemnity. Contractor and Contractor's assigns hereby indemnify and hold harmless the Diocese and the agents and employees of the Diocese from any loss, claim or expense, including but not limited to attorney's fees, arising out of or resulting from Contractor's activities in connection with the project, to the extent such loss, claim or expense is caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, or anyone employed by them regardless of whether such loss, claim or expense is caused in part by a party indemnified hereunder.

11. Arbitration. Should any dispute arise as to the interpretation or enforcement of the contract or any aspect of the project, the parties agree that such dispute shall be submitted to binding arbitration to be conducted under the procedural rules of the American Arbitration Association, or such other rules as the parties may agree upon. Any such arbitration proceedings will be conducted either in Jefferson City, Missouri, or in the city where the project is located, as determined by the Diocese. The required statutory notice is set forth below.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION
PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

DIOCESE OF JEFFERSON CITY
REAL ESTATE CORPORATION

CONTRACTOR

By: _____
Rev. Gregory C. Meystrik
Vice President
