

PARISH PROPOSAL ADDENDUM

(Attachment 6)

Our Lady of Mercy Catholic Church, Potomac, Inc., (Owner), through his representative,
Msgr. Charles Antonicelli,
agrees to the attached proposal from **ABC Contractor, INC.**
(Contractor) dated **10/1/2023** in the amount of \$ **1,000,000.00**.

Contractor and Owner agree that this addendum overrides any and all portions of previous or concurrent agreements between Contractor and Owner that contain language in contradiction with this contract.

While Contractor is performing operations for the Owner, Contractor shall maintain general liability insurance including products and completed operations coverage, in amount of not less than one million dollars (\$1,000,000) per occurrence. Contractor shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the Contractor's business, in the minimum amount of one million dollars (\$1,000,000) combined single limit. Contractor shall maintain worker's compensation insurance as required by law.

Contractor will obtain Builder's Risk and Boiler and Machinery Coverage to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to Owner and Contractor. Further, Owner and Contractor agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

Contractor agrees to provide a certificate of insurance which names the Owner as an *additional insured* on Contractor's liability policies for claims arising out of Contractor's, subcontractors' or sub-subcontractors' operations or made by Contractor's, subcontractors', sub-subcontractors' employees, agents, guests, customers or invitees. Contractor must verify that its insurance policies are primary in the event of a covered claim or cause of action against the Owner. Contractor shall be required to verify that all subcontractors maintain the same levels of general liability insurance, worker's compensation insurance and automobile liability insurance required of Contractor herein.

It is further agreed that Contractor agrees to protect, indemnify, defend and hold harmless the Owner against and from any claim or lien or cause of action arising out of or from any negligence or other actionable fault of Contractor or its employees, agents, members or officers. Furthermore, Contractor agrees to indemnify and defend the Owner for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor. Owner does not waive any rights of recovery against the Contractor, subcontractor or sub-subcontractor for any damages not covered by Builder's Risk Coverage. Owner and Contractor, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Builder's Risk Coverage.

Any changes that either increase or decrease the cost of this project will be executed only upon receipt of a written order signed by Owner. The cost or credit to Owner from a change in the work shall be determined by mutual agreement, put into written form and signed by Owner and Contractor.

The Contractor agrees to abide by all local, state and federal laws and codes and is responsible for obtaining any and all permits needed, if applicable, for the successful completion of this work. Work will be performed in a safe manner that protects all property and prevents injury from any and all people. It is understood and agreed that the Contractor is responsible for any and all damages, due to neglect by the Contractor or his subcontractors, arising from the performance of the work under the proposal.

The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all precautions for the safety of, and shall provide all protection to prevent damage, injury or loss to, any individual on or around the site and any and all property at, near or around the work site.

The Owner is not subject to local, state or federal taxes on materials that are incorporated into performing this work and become a part of the completed project. Tax-exempt certificates shall be furnished to the Contractor upon request.

Contractor shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of Contractor. Whenever and as often as any mechanic's lien or supplier's lien shall have been filed against Owner's property based upon any, alleged or actual, act or omission of Contractor or of anyone claiming through Contractor, Contractor shall, within thirty (30) days of after such lien is filed, take such action by bonding, deposit or payments as will remove or satisfy the lien or will furnish reasonable security to Owner affording protection against such lien. Any legal action will be resolved in the jurisdiction of the property in question.

If any paragraph or sentence of this addendum is deemed or is determined to be in conflict with local or state or national statutes, both Contractor and Owner agree that the portion of the addendum which is in conflict with the statute will be stricken with the remainder of the addendum remaining binding for both parties.

Accepted by Contractor **Signature on behalf of the contractor** DATE: **10/1/2023**

Accepted by Owner **Pastor's signature if under \$25,000**
Signature on behalf of the Moderator if \$25,000 or above **10/1/2023**