

**Project:** \_\_\_\_\_

**ROMAN CATHOLIC DIOCESE OF LEXINGTON  
CONSTRUCTION CONTRACT**

(Use type or print to fill in blanks)

This Contract is entered into this the \_\_\_ day of \_\_\_\_\_ 200\_\_ by and between the ROMAN CATHOLIC DIOCESE OF LEXINGTON, MOST REVEREND RONALD W. GAINER, BISHOP OF LEXINGTON, hereinafter called "Owner", and \_\_\_\_\_ hereinafter called "Contractor."

**WITNESSETH:**

**THAT WHEREAS,** the Owner desires to employ Contractor to provide \_\_\_\_\_ for such terms and conditions as are hereinafter set forth, and

**WHEREAS,** the Contractor desires to accept said employment upon such terms and conditions as hereinafter set forth;

**NOW, THEREFORE,** in consideration of this Agreement and pursuant to the following mutual covenants, terms and conditions, the Parties hereto do contract, covenant and agree as follows:

1. Project Description. The "Project" shall be \_\_\_\_\_.
  
2. Time for Performance. The Contractor shall commence this project work within (    ) days from the date of this Contract and shall complete that work within (    ) days thereafter. Time is of the essence in the Contract Documents and all obligations there under. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the contract time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially, or cause Substantial Completion of any portion of the work within the contract time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree that if the Contractor fails to achieve substantial completion of the work within the contract time, Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, \$100.00 per day commencing upon the first day of the day following expiration of the contract time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the work. The Owner may deduct liquidated damages prescribed in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement and any liquidated damages not so deducted shall be payable to the Owner by the Contractor upon demand by the Owner plus interest from the date of demand at the legal rate.
  
3. Contractor's Responsibilities. The Contractor shall provide and manage all labor; equipment and materials needed for the Project and Contractor shall coordinate and direct the scheduling of all Work on the Project.  
This Contract obligates Contractor to \_\_\_\_\_

**Project:** \_\_\_\_\_

4. Permits, Licenses and Laws. The Contractor shall obtain and pay for all necessary permits and licenses and obtain any other regulating approvals required for the Project. Furthermore, Contractor shall fully comply with all state, local and federal laws, regulations and ordinances applicable to the Project.
5. Separate Contractors. The Owners may make separate contracts with other individual contractors, subcontractors or suppliers to secure extra items or services, if any, which are not included in the Contract with no additional Contractor's fee being assessed.
6. Contractor's Obligation to Inspect Site. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project Site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure of the Contractor or any Subcontractor to have complied with the requirements of this Paragraph.
7. Standards. All materials and labor shall meet or exceed any local or state standards and all work shall be performed in the best interests of the Owner.
8. Owner's Right to Inspect. The Contractor shall allow Owner to inspect all project work and materials at any time and shall, immediately after receiving written notice, remove or correct all defective workmanship or material before said Work is covered up.
9. Subcontractor Bids. The Contractor shall receive and evaluate all subcontract bids for work to be done on the project and shall select only subcontractors, which are reputable and competent to perform the Project work.
10. Owner's Instructions. The Owner shall be available to give written instructions to the Contractor as requested by the Contractor; however, owner shall not be responsible for the means and methods of construction which shall be the sole responsibility of Contractor and its subcontractors.
11. Changes in the Work. Any change from the Contract Documents made after work has commenced which will result in a change in cost for the project work shall be agreed upon in writing BEFORE such change is made. All changes shall be made by a written change order signed by the Owner and the Contractor, which details the change and the change in cost and or time.
12. Project Work Area. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. Protection From the Weather. The building shall be kept protected from the weather at all times during the progress of the work.
14. Contract Sum and Payment. The Owner shall pay the Contractor the contract sum for the Contractor's proper performance of the Contract and the proper completion of the work in accordance with the Contract documents. The Contract sum shall be \$ \_\_\_\_\_, subject to additions and deletions as provided by executed change orders. Based upon applications for payment submitted to the Owner by the

**Project:** \_\_\_\_\_

Contractor. Final payment of the contract sum shall be made only after the Project is completed in accordance with the Contract Documents and all Project work and punch list items have been completed by Contractor and accepted by Owner. Contractor shall pay for all materials, labor and equipment used on the project in a timely manner and shall provide signed mechanics lien releases to owner as a precondition to any progress or final payment. Owner shall have the right to deduct from the Contract Sum, either by reducing progress payment, or final payment to cover the estimated costs associated with defective work. As a condition to any payment, the Owner reserves the right to request an accounting of costs and the right to audit Contractor's cost records.

15. Insurance on Premises During Construction. The Contractor shall verify that all subcontractors carry worker's compensation coverage on which any premium(s) have been paid. The Owner shall maintain adequate "Builder's Risk" casualty insurance on the building during the construction period. The Owner shall not be liable for any injuries suffered by the Contractor or its Subcontractors or their employees "on the job site" or which occur during the Contractor's performance of this contract.

16. Contractor's Insurance Requirements. Contractor shall obtain and furnish to Owner certificates of insurance for the following insurance coverages:

1. Workman's Compensation and Employer's Liability Statutory:
  - a. each accident \$500,000
  - b. disease – policy limit \$500,000
  - c. disease – each employee \$500,000
  
2. Comprehensive General Liability of \$500,000 including:
  - a. General Aggregate
  - b. Products and Completed Operations
  - c. Personal and Advertising Liability
  - d. Each Occurrence
  - e. Fire Damage (any one fire)
  - f. Medical expense
  
3. Automobile Liability
  - a. Bodily Injury (each person) \$ 500,000
  - b. Bodily Injury (each occurrence) \$1,000,000
  - c. Property Damage (each occurrence) \$ 500,000
  - d. **Option in lieu of the above** \$1,000,000  
**(Combined Single Limit)**
  
4. Products and completed operations
  - a. Carry in full effect for two years, commencing with the issuance of final certificate for payment.
  
5. The name of the Project shall be listed under the description of the Project on the insurance certificate form.
  
6. Certificate Holder shall be as follows:

**Roman Catholic Diocese of Lexington, Kentucky**  
**1310 West Main Street**  
**Lexington, KY 40508-2048**

And shall be listed as additional insured on Contractor's insurance policy.

17. Indemnification. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor in accordance with Paragraph 18, the contractor shall indemnify and hold

**Project:** \_\_\_\_\_

harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation 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 described in this Paragraph. The Contractor's indemnity obligations under this paragraph shall include but not be limited to claims: pertaining to personal injury, property damage, payment disputes, mechanic's and materialman's liens, breach of contract, tort or any other type of claim asserted against Owner or Architect by subcontractors, suppliers, employees or other third parties arising from the Work.

18. Environmental Liability. The Contractor shall not be liable for any environmental contamination discovered "on the job site" unless the Contractor is directly responsible for the existence of said contamination. However, in the event Contractor discovers environmental hazards on the Project site, Contractor shall immediately stop work and notify Owner of the environmental hazard.
19. Builder's Warranty. The Contractor shall warrant the work, which is constructed pursuant to this contract, shall be free of defects in workmanship for the period of one (1) year following completion of construction. Contractor shall clean up, remove and properly dispose of at an approved landfill, all construction debris from the project during the project and at the conclusion of the Project.
20. Good Faith. It is specifically agreed and understood by and between the parties hereto that time is of the essence of this Contract and all the parties hereto agree to exercise the utmost good faith in their performance of this construction Contract.
21. Assignment. There shall be no assignment of rights or delegation of duties under this contract unless same shall be reduced to writing and under this contract unless same shall be reduced to writing and signed by all the parties hereto.
22. Termination. If, for any reason, the Contractor defaults in its obligations under this Contract, the Owner may consider said default a material breach of this contract and terminate the services of Contractor for the Project. In the event the Owner terminates the Contract, it shall make payment to the Contractor only for Project work properly completed by Contractor in accordance with the Contract Documents. Owner shall not be required to pay Contractor for any defective or incomplete work, nor shall Owner be required to pay Contractor for any lost profits or consequential damages.
23. Applicable Law. This Contract shall be construed and enforced according to the laws of the Commonwealth of Kentucky.
24. Binding Effect. This Contract shall be binding upon and inure to the benefit of each of the Parties hereto, their respective heirs, devisees, personal representatives and assigns.
25. Attorney's Fees and Costs. In the event of a dispute under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred to enforce the obligations of the non-prevailing party under the Contract or incurred to enforce the obligations of the non-prevailing party's breach of this Contract.

**Project:** \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names to duplicates hereof this day and date first above written.

**OWNER:**

**ROMAN CATHOLIC DIOCESE OF LEXINGTON**

\_\_\_\_\_  
**Bishop Ronald W. Gainer, Bishop of Lexington**

**WITNESS:**

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**Project:** \_\_\_\_\_

**ADDENDUM A**

Use this addendum only if space provided in Paragraphs 1; 3; and 12 is not adequate.

¶1. Project Area: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

¶ 3. Contractor's Responsibilities: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

¶ 12. Project Work Area: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

**ROMAN CATHOLIC DIOCESE OF LEXINGTON**

\_\_\_\_\_  
**Bishop Ronald W. Gainer, Bishop of Lexington**

**WITNESS:**

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_