

CONTRACT

Name of Owner: **The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario**

(_____ Parish Name and location _____)

Name of Contractor:

Work to Commence: _____ and finish: _____

Contract Price: _____

Amount of holdback on each payment (i.e. 10%): _____

Describe the work to be done:

As well as the above, the Contractor and Owner agree as follows:

- Drawings will be provided to the Owner, where appropriate.
- If the work is not being completed as agreed, the owner has the right to terminate the contract after giving the contractor 5 days to rectify the problem.
- Neither party will assign the contract.
- A request for change will be issued by the Contractor prior to change orders being authorized by the Diocese. Any additional costs will be approved by following this procedure before such costs are incurred.
- Contractor will obtain all necessary permits, licenses and certificates at its expense and comply with all laws, rules, regulations and codes relating to the work.
- The Contractor will ensure that all materials supplied for the job are installed according to the manufacturer's specifications.
- Contractor will be responsible for liability insurance during construction. The contractor will provide the Owner with a certificate of insurance prior to the commencement of construction. The certificate of insurance will include a limit of liability of not less than \$2,000,000 and The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario will be included as an additional insured.
- Contractor will be responsible to provide "all risk" contractors equipment insurance on all owned, and any non-owned equipment used at the construction site, and while at any location where the construction equipment is permanently or temporarily stored. The contractor will provide evidence of contractors equipment insurance if requested to do so.
- Contractor to provide proof of Worker's Compensation coverage.
- The Contractor will indemnify and hold the Owner harmless from claims, actions and damages as a result of any act or omission of the Contractor or anyone authorized by it to be on site.
- The Owner's property will be protected from damage during construction and the property will be kept safe.
- The Contractor will be responsible for completing the work as agreed.
- A Diocesan Representative may review the work during site visits regularly to ensure the quality of the work is acceptable.
- In the event of a conflict or discrepancy between any provision of this document and the provision in any other document or agreement between the parties (including a quotation or estimate), then the provision in this document shall prevail and shall supersede the other.
- Other Contractor's and/or Owner's responsibilities agreed to:

Provide copy of fully executed contract to hmonteith@dol.ca

Signed By: _____
Contractor

_____ Date