



**THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE
DIOCESE OF HAMILTON IN ONTARIO**

CONSTRUCTION CONTRACT

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

Name of Parish: _____

Name of Contractor: _____

Work to commence on the ____ day of _____, 20____ and reach "substantial performance" on or before the ____ day of _____, 20____. Time is of the essence.

The Contract price is _____ DOLLARS
(\$ _____), plus GST.

Payment will be made against progress of the work unless stipulated otherwise on Schedule A attached hereto.

All payments will be subject to the *Construction Lien Act* (Ontario).

A description of the work is attached hereto as Schedule B.

The Contractor and Owner also agree as follows:

1. The drawings and specifications describing the work are attached as Schedule B.
2. If the work is not being completed as agreed, the Owner may terminate the contract after giving the contractor five (5) calendar days to rectify the problem or to deliver a rectification plan acceptable to the Owner.
3. Neither party will assign the contract. The Contractor may subcontract portions of the work.
4. Either party may request a change to the work. No change in the work will be undertaken by the Contractor until the scope of the change and the cost of the change have been approved in writing by the Owner.
5. The Contractor shall obtain and pay for all permits, licenses and other necessary certificates or approvals required to carry out the work. The Contractor shall comply with all laws, regulations, rules and codes relating to the work and shall undertake and discharge its obligations under the *Occupational Health & Safety Act* (Ontario) and be the "constructor" for the project.

6. The Contractor shall maintain comprehensive general liability insurance to the satisfaction of the Owner with the particulars of such insurance being attached hereto as Schedule C.
7. The Contractor shall provide proof of compliance with the Workplace Safety and Insurance Board through a Clearance Certificate, which is to be renewed every sixty (60) days.
8. The Contractor will indemnify, hold harmless, and defend the Owner, and everyone associated with the Owner, from all claims, actions or damages resulting from any act or omission of the Contractor, its subtrades, agents, or representatives.
9. The Contractor shall protect the Owner's property from damage during construction and will make good, at its own expense, any damage incurred during construction.
10. The Contractor shall complete the work in a good and workmanlike manner with materials fit for their purposes unless the drawings and specifications require a higher standard.
11. The Owner may appoint a representative who shall be entitled to access to the site for the purpose of reviewing the work for compliance with the requirements of this contract. The Owner's representative may be the architect or engineer who prepared the drawings and specifications.
12. The Contractor shall have control of the work and be solely responsible for the construction means, methods and sequences. The Contractor shall supervise the work to ensure conformity with the drawings and specifications.
13. Where the work is carried out in or adjacent to premises that will remain in use during construction, the Contractor will take all necessary steps to ensure such premises are maintained in a clean, safe and useable state.
14. The Contractor agrees to pay its subcontractors and suppliers in a timely way for all materials and labour they supply. If anyone claiming through the contractor registers a construction lien, the indemnity provisions of this agreement shall apply and the Contractor, among other things, shall promptly have the lien removed from title to the Owner's property at the Contractor's expense.
15. The Contractor shall not be entitled to an extension of time unless it has been delayed through the fault of the Owner or by a cause beyond the reasonable control of the Contractor, excluding weather or problems with subtrades or suppliers.
16. For a period of one year following substantial performance, or for such longer period as the Contractor may agree to, the Contractor shall correct, at its own expense, any and all defects or deficiencies that appear in the work.

- 17. In the event of a dispute arising from this agreement, the parties agree to submit the dispute to confidential arbitration at Hamilton pursuant to the *Arbitration Act* (Ontario). The parties further agree that no arbitration hearing shall last longer than two (2) days and that there shall be no appeal from any arbitrator's award.

- 18. This is the entire agreement and it supersedes any prior negotiations, discussions or agreements. This agreement binds the parties, their heirs, representative, successors and assigns.

Witness:

Date: _____

CONTRACTOR:

Witness:

Date: _____

OWNER:

SCHEDULE A
PAYMENT SCHEDULE

SCHEDULE B
DESCRIPTION OF WORK

SCHEDULE C

ATTACH DETAILS OF COMPREHENSIVE GENERAL LIABILITY INSURANCE

This insurance coverage should provide for the following:

1. The policy shall be in place prior to commencement of the work.
2. The policy shall be endorsed to provide the parish with not less than thirty (30) days' written notice in advance of cancellation, change, or amendment restricting coverage.
3. The limit of the policy must not be less than Two Million Dollars (\$2,000,000).
4. The parish and The Roman Catholic Episcopal Corporation of the Diocese of Hamilton in Ontario shall be named as additional insureds on the policy.
5. The policy shall contain a cross-liability clause.
6. The policy shall be extended to include coverage of not less than Two Million Dollars (\$2,000,000) for non-owned automobiles.
7. Proof of items 1 through 5 above shall be provided to the parish by means of a certificate of insurance prior to commencement of work.
8. The Contractor shall undertake to maintain such coverage and limit for a period of two (2) years from the completion of the project.
9. The Contractor will ensure that the above insurance requirements are met by all subcontractors carrying out work on the project.