

ADDENDUM TO CONSTRUCTION CONTRACT (Less than \$25,000)

BUILDER'S RISK INSURANCE: A Builder's Risk and Boiler and Machinery Coverage will be obtained by OWNER 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.

GENERAL LIABILITY INSURANCE: While CONTRACTOR is performing operations at PARISH or INSTITUTION, CONTRACTOR shall maintain general liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence. CONTRACTOR shall indemnify and hold harmless OWNER and OWNER'S agents and employees from and against all claims, allegations, lawsuits (including, without limitation, suits by employees of CONTRACTOR or its subcontractors or vendors), injuries, death, damages, losses and expenses, including but not limited to attorney's fees, arising or alleged to arise directly or indirectly out of, or in connection with, the work or operations conducted by or in the work area of CONTRACTOR, CONTRACTOR'S subcontractors or vendors or anyone directly or indirectly employed by or under contract with them, or anyone for whose acts or omissions they may be liable, regardless of whether it is caused in whole or in part by the acts or omissions of a party indemnified hereunder.

AUTOMOBILE LIABILITY INSURANCE: CONTRACTOR shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business. Automobile liability coverage shall be maintained by the CONTRACTOR in the minimum amount of two million dollars (\$2,000,000) combined single limit.

WORKER'S COMPENSATION INSURANCE: CONTRACTOR shall maintain worker's compensation insurance as required by law.

ADDITIONAL INSURED: CONTRACTOR agrees to provide a certificate of insurance to the PARISH or INSTITUTION that will name the PARISH or INSTITUTION as additional insured on CONTRACTOR'S liability policy for claims arising out of CONTRACTOR'S, subcontractor's or sub-subcontractor's operations or made by CONTRACTOR'S, subcontractor's or sub-subcontractor's employees, agents, guests, customers, invitees or subcontractors. CONTRACTOR must verify its liability insurance policy is primary in the event of a covered claim or cause of action against PARISH, INSTITUTION.

SUBCONTRACTORS: CONTRACTOR shall be required to verify that all subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, CONTRACTOR agrees to indemnify and defend the PARISH or INSTITUTION for any claim or cause of action whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

NO WAIVER OF SUBROGATION: OWNER does not waive any rights of recovery against the CONTRACTOR, subcontractor, or sub-subcontractor for any damages. OWNER and CONTRACTOR, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Property, Builder's Risk or Boiler and Machinery coverage for which either party is responsible if that party does not have liability insurance to cover such damages and liability insurance has been maintained as required by this document. CONTRACTOR shall cause its worker compensation carrier to waive all rights of subrogation against OWNER. CONTRACTOR shall require that all subcontractors obtain a waiver of subrogation from such subcontractors' worker compensation carriers.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR and PARISH or INSTITUTION agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH or INSTITUTION that contain language in contradiction with this contract. If any portion of this Addendum to Construction Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR and PARISH or INSTITUTION agree that the portion of the Addendum to Construction Contract which is in conflict with the statute will be stricken from the Addendum to Construction Contract with the remainder of the Addendum to Construction Contract remaining binding for both parties.

CONTRACTOR:

PARISH OR INSTITUTION:

BY:

BY:

SIGNATURE

SIGNATURE

DATE

DATE

START DATE OF CONTRACT (Understood to be date signed if left blank): _____