

SAFETY FIRST GRANT CONTRACT

This agreement (the "Contract") is made this _____ day of _____, by and between _____ (the "Contractor") and _____ (the "Owner"), for the purpose of stating the terms and conditions for the _____ to be located at _____.

Owner and Contractor agree as follows:

1. Scope of Work.

Contractor shall perform the work and shall furnish all supervision, labor, materials, tools, equipment, shipping and freight, unloading, hauling, and all other work and services necessary (unless otherwise herein provided) for the completion of the work described in Schedule A attached hereto and incorporated herein (the "Work").

2. Site of Installation; Owner's Work.

The Work shall be performed by Contractor at _____ (the "Site"). Work is conditioned upon the Owner providing suitable location at the Site for the work. The Owner at the Owner's expense, with light, heat, and electrical power, shall supply the location for the Work. Such preparation shall be at Owner's expense. Owner shall provide parking at the site as required by Contractor for vehicles used in connection with the work. The Owner shall provide, at its expense, before and during the work, a suitable and safe place at the site to store all parts of the Work.

3. Schedule.

Time is of the essence with respect to all time periods set forth in this contract. The Work shall commence on _____. The Work shall be completed by _____, unless that completion date is extended pursuant to Section 12 herein, or by the agreement of the parties (the "Contract Period").

4. Change Orders.

Contractor shall not charge owner for extras, variations from plans or alterations, unless the nature and value of such items are set forth, in advance, in writing, and authorized in writing by Owner.

5. Contract Price.

Contractor shall perform the Work, and shall comply with all obligations and requirements set forth in this contract, for a total maximum price not to exceed _____dollar(s) (\$_____) (the "Contract Price"), including all labor, materials and expenses. "Expenses specifically includes travel expenses, cost of freight and shipping, cost of insurance and cost of any of the Work performed by subcontractors.

6. Payment Schedule.

6.1 Upon execution of this contract, Owner shall pay in cash to Contractor, _____dollar(s) (\$_____).

6.2 The final payment of _____dollar(s) (\$_____) shall be due upon final completion of the Work and approval by Owner according to Section 6.4 of this Contract. All payments shall be due within thirty (30) days of billing. Interest shall be charged on overdue payments at the rate of 1½% per month.

6.3 Progress of Work. Contractor shall commence the Work as soon as is reasonably possible after execution of this Contract. Contractor shall diligently proceed with the Work to final completion as rapidly as practicable. Contractor shall maintain close communication with Owner at all times to inform Owner of the progress of the Work, and shall notify Owner immediately of any delays in compliance with the time schedule.

6.4 Final Completion. Upon completion of the work, the Owner, or its duly appointed representative, shall examine the _____ in the presence of the representative of the Contractor, and if found to be fully completed in accordance with this Contract will then give acceptance of the same.

7. Liens.

Contractor hereby agrees to indemnify, protect and save Owner and the Archdiocese of Portland in Oregon (the "Archdiocese")harmless from all liens and all associated costs, expenses or losses, including attorney fees, against each and the land on which it is located, arising out of any work to be performed or labor or materials to be furnished under this contract.

8. Permits and Licenses.

Contractor shall apply for, obtain and pay at its own cost for any and all city or county or State of Oregon licenses and permits, which may be required for Contractor to perform the Work.

9. Taxes.

The Contractor shall pay, at the Contractor's own cost, all taxes and impositions in connection with the Work to be performed or materials to be furnished hereunder, including, but not limited to, state and federal unemployment and old-age benefits, taxes, sales taxes, use taxes and excise taxes.

10. Notices.

All notices, which may be given to either of the parties hereunder, shall be in writing and shall be effective when actually delivered or when deposited in the mail, sent by certified mail to the addresses specified below.

All notices to Contractor shall be sent to:

Name: _____
Organization: _____
Address: _____

All notices to Owner shall be sent to:

Name and title: _____
(Name of parish corporation, ABN or high school corporation)
Address: _____

With a copy to:

Property Manager
Archdiocese of Portland
2838 East Burnside Street
Portland, Oregon 97214

11. Assignment.

Contractor shall in no event assign this Contract without the written consent of Owner.

12. Changed Conditions.

12.1 Contractor will not have any claim for additional costs or time extensions for any change in condition, which was or could have been reasonably anticipated at the time of the execution of this contract.

12.2 Extensions of time shall be granted for delays not caused or contributed to by any fault of Contractor, but Contractor will not make any claims for additional costs associated with such extensions.

13. Workmanship and Material Guarantee.

The Work shall be completed in a good and workmanlike manner. The Owner may inspect the Work at the Contractor's place of business or at the Site upon reasonable notice at reasonable times. Contractor warrants all work and all materials provided under this contract against defects in materials or workmanship for a period of _____ (_____) year(s) from the date of final completion and final approval by Owner. Contractor shall promptly repair or replace defective materials or workmanship and shall repair or replace other Work which shall have been damaged by such defects or the repairing of the same, all at Contractor's expense and without cost or expense to Owner. Contractor shall determine the methods and means to complete repair or replacement under this Section. Contractor need not remedy damage caused by Owner's negligent acts, including improper maintenance and/or cleaning. Repair or replacement of nonconforming Work shall be the Owner's exclusive remedy for the breach of this warranty. Owner shall not be entitled to claim and consequential or incidental damages by reason of the Contractor's breach of this warranty.

This warranty is in lieu of all other warranties, express or implied, including, but not limited to, the implied warranties of Merchantability and fitness for a particular purpose.

14. Insurance and Indemnity.

14.1 Insurance. Contractor agrees, at its own cost and expense, to secure and protect itself, the Owner and the Archdiocese from and Liability, expense, claim, loss or damage whatsoever for any injury, including death, or any loss or damage, to any person or property in the performance of this Contract of any nature, except for liability arising from Owner's own negligence. Contractor agrees to carry, at its expense, worker's compensation and employer's liability insurance (if required by Oregon law), general public liability insurance, automobile public liability insurance, automobile property damage insurance, contractual liability insurance and applicable transit insurance in the amounts set forth below.

- A. Contractor agrees to provide insurance against loss of damage to the Work by fire or any and all of the risks covered by insurance of the type known as "all risk extended coverage" in an amount not less than 100% of the full replacement cost of the Work.
- B. The insurance required by Section 14.1 of this Contract shall not be written for less than the following amounts and on the following terms:
- C. Worker's Compensation:
 - i. State: Statutory
 - ii. Employer's liability: \$100,000 Bodily injury by accident; \$100,000 each accident.
 - iii. Include all states-endorsements.

- D. Comprehensive General Liability (including premises and operations, independent contractors protected, products and completed operations, broad form property damage):
- i. Bodily injury or property damage: \$1,000,000 up to policy limits combined single limit per occurrence.
 - ii. Contractual liability: Bodily injury and Property Damage: same as D above
 - iii. Personal injury with employment exclusion deleted: same as D above.
- E. Comprehensive automobile liability (owned, non-owned, hired) for bodily injury: same as D above.
- F. Contractor shall require that each subcontractor obtain and maintain through the duration of his subcontract the same liability insurance as is stipulated above.
- G. Contractor shall provide evidence of the required insurance to Owner before commencement of the Work. The policies shall be maintained throughout the Contract period. Contractor shall secure the policies from an insurer acceptable to the Owner and such policies shall name the Owner and the Archdiocese as additional insured. The policies shall be primary and noncontributory among the named insured and shall be evidenced by an additional insured endorsement. Any insurance or self-insurance maintained by the owner and the Archdiocese shall be excess of the Contractor's insurance and shall not contribute with it.

14.2. Indemnity. Contractor shall indemnify, defend and hold harmless Owner and the Archdiocese, their directors, officers, employees, agents and volunteers from all claims, suits or actions of whatsoever nature (including attorney fees through trial and on appeal) arising from any act or omission of Contractor including any fines or civil penalties for the failure of Contractor to comply with any laws or rules applicable to the performance of the Work, specifically the provisions of the Occupational Safety and Health Act (OSHA).

15. Defaults and Remedies.

15.1 Events of Default. Contractor shall be deemed to be in default under this Contract for failure to observe and perform any condition, covenant or obligation contained herein.

15.2 Remedies Upon Default. In addition to any other rights and remedies provided herein or by law, Owner shall have the following rights upon a default by Contractor and Owner may pursue any or all of the same, at Owner's option:

15.2.1 Without waiving any of Owner's rights, Owner may terminate this Contract immediately upon ten days' written notice to Contractor.

15.2.2 Owner shall have the right, but not the obligation, to perform any act required hereunder to be performed by Contractor and to cure any default by Contractor, in which event any sums expended by Owner, together with interest thereon at the rate of 15 percent per annum from the date of expenditure to the date of full repayment, shall be reimbursed by Contractor upon demand from Owner.

15.2.3 The expenditure of any such sums shall not constitute a waiver of any default of Contractor, and Owner shall have the right to offset any sums so expended against any amount due from Owner to Contractor.

16. Risk of Loss.

16.1 Contractor shall bear all risk of loss, damage and casualty to the Work and to all materials, tools and equipment until Final Completion.

16.2 The parties agree that the Owner shall bear risk of loss of any portion of the Work which has been installed at the Site.

17. Relationship of Parties.

The relationship of Contractor to Owner is that of an independent contractor. Contractor is not an employee, partner, joint venture or agent of or with Owner and Owner shall have no liability for any act or debt of Contractor.

18. Authority; Successors and Assigns.

Unless the parties give notice of a change, each of the individuals signing this contract for a party individually warrants and promises for the benefit of the other party that the person signing the contract has good and sufficient authority to bind the party for whom the individual signs. This contract is binding upon the parties' heirs, successors and assigns.

19. Dispute Resolution.

All disputes arising out of or related to a party's rights, responsibilities or obligations under this Contract shall be arbitrated in Portland, Oregon, under the Oregon Business Arbitration rules of the American Arbitration Association, unless within (10) days of the original claim for arbitration, the parties sign and date a

written agreement to arbitrate under other rules. A single arbitrator will preside. Such arbitration will be final pursuant to ORS 36.350-36.365.

20. Prevailing Party.

In the event a dispute is arbitrated, the party prevailing at such arbitration or appeal therefrom shall be entitled to its reasonable costs, including attorney fees, and other arbitration or appeal-related expenses.

21. Amendments to Contract.

The provision of this Contract may be amended only by written document executed by both parties.

22. Integration.

This Contract constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations or agreement except as are herein expressly set forth.

23. Applicable Law.

This Contract shall be governed and interpreted by the law of the State of Oregon.

SIGNATURES:

CONTRACTOR: _____

Printed Name _____

Title: _____

Date: _____

Owner: _____

Printed Name _____

Title: _____

Date: _____

Risk Manager: _____

Printed Name: Rhonda Kwei _____

Title: Risk Manager _____

Date: _____