

ADDENDUM TO PROPOSAL

This Addendum ("Addendum"), made as of _____ (MM/DD/YYYY), by and between the Roman Catholic Diocese of Columbus (the "Diocese") and _____ (the "Contractor") (collectively referred to as the "Parties").

WHEREAS, the Diocese has accepted the proposal dated _____ (MM/DD/YYYY), attached hereto and incorporated herein, from Contractor for the work described therein ("Proposal") for the purpose of obtaining services for the Catholic Diocese of Columbus (the "Project");

WHEREAS, the Contractor desires, and is capable, to provide services for the Project, as described in the attached Proposal.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Diocese and Contractor agree as to the following additions to the terms and conditions of the Proposal as follows:

ARTICLE I INDEMNIFICATION AND INSURANCE

1.1 To the extent permitted by law, the Contractor, waives any right of contribution against Diocese and shall indemnify, protect, defend, save and hold the Diocese harmless from and against all liability, damage, loss, claims, demands, actions and expenses, including, but not limited to attorneys' fees of any nature whatsoever that arise out of, or are claimed to arise out of or be connected with (i) the negligent performance of work to be performed by the Contractor hereunder; (ii) any negligent act or omission of the Contractor; (iii) the failure of Contractor to comply with the plans and specifications, laws, statutes, ordinances or regulations of any governmental or quasi-governmental authority; and (iv) any claims or demands by any other contractor or consultant of the Diocese as it relates to work at the Project.

1.2 Without limiting the generality of the foregoing, the indemnity hereinabove set forth shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to Diocese, whether based upon statutory, contractual, tort or other liability of Diocese. The promise of Indemnification in this paragraph shall not be construed to indemnify Diocese for any loss or damage attributable to the acts or omissions of Diocese. Diocese shall be entitled to recovery all costs and expenses, including attorneys' fees, from Contractor whom Diocese has successfully had to compel by legal process to abide by the terms of this provision.

1.3 With respect to claims against Diocese by Contractor's employees, Contractor agrees to expressly waive its immunity as a complying employer under the worker's compensation law, but only to the extent that such immunity would bar or affect recovery under or enforcement of this indemnification obligation. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. Code Section 4123.74.

1.4 The Contractor shall purchase and maintain a Commercial General Liability policy, a Business Automobile Liability policy, and other insurance as will protect the Contractor from claims described below which may arise out of or result from the Contractor's performance or obligations under the Proposal or this Addendum, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

- a) Claims under workers' compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;
- b) Claims for damage because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance; and
- c) Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance.

1.5 Contractor's Commercial General Liability policy and Business Automobile Liability policy shall provide the following minimum limits:

- a) General Aggregate \$2,000,000
- b) Products/Completed Operations Aggregate \$2,000,000
- c) Occurrence Limit \$1,000,000
- d) Business Automobile combined single limit \$500,000

1.6 Contractor shall cause the Commercial General Liability coverage required to include the Roman Catholic Diocese of Columbus as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during Contractor's operations and completed operations.

1.7 Builders Risk Insurance: A Builder's Risk and Boiler and Machinery Coverage will be obtained by Diocese to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to Diocese and Contractor. Further Diocese 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.

1.8 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 Diocese for any claim or cause of action, whatsoever which was caused by the negligence or other actionable fault of an uninsured subcontractor.

ARTICLE II WARRANTY

- 2.1 Contractor warrants that all work and materials associated with the work contemplated by the Proposal will be free from defects in materials and workmanship for a period of at least one (1) year from the date the work is completed.
- 2.2 All manufacturer's warranties on equipment and/or materials installed as part of the Project will be registered in the name of the Diocese at the time of completion of the Project.

ARTICLE III DIOCESE POLICIES/PROCEDURES/SAFE ENVIRONMENT

3.1 As applicable, Contractor agrees that its personnel shall perform their activities and/or duties at all times in accordance with Parish or Diocese policies and procedures and be in compliance with all safe environment requirements of the Diocese.

ARTICLE IV MISCELLANEOUS

4.1 Notices. Any notice required or permitted herein shall be made in writing, and shall be sent (i) by registered or certified U.S. mail, return receipt requested; (ii) by reliable overnight courier service; (iii) or by hand delivery; to the addresses for the respective party set forth below, or any other address provided to the other party in writing from time to time:

If to Diocese: _____

 Columbus Ohio 43215
 Attn.: General Counsel

If to Contractor: _____

Attn:

Written notice to any party shall be deemed to have been given upon being mailed to the proper address provided above, with proper postage prepaid, or upon actual delivery if hand delivered or sent by reliable overnight courier.

4.2. Binding Effect. All provisions herein shall be binding upon and shall inure to the benefit of the parties hereto, and to their respective legal representatives, successors and permitted assigns. Each provision to be performed by Contractor shall be construed to be both a covenant and a condition, and if there are sub-contractors, they shall all be bound, jointly and severally. Neither Diocese or Contractor shall be subject to any requirements other than as set forth in the Agreement and this Addendum.

4.3. Limitation of Liability. It is specifically understood and agreed that there shall be no personal liability of Diocese, its members, and their affiliates, subsidiaries, officers, directors, employees, partners, trustees, shareholders, agents, successors or assigns, with respect to any of the covenants, conditions or provisions of the Agreement and Addendum. In the event of a breach or default by Contractor of any of its obligations under the Agreement and Addendum, Contractor, its agents, employees and invitees shall look solely to the equity of the Diocese and the proceeds thereof, for the satisfaction of any remedies.

4.4. Miscellaneous. This Agreement and Addendum sets forth the entire agreement between the parties hereto. Any prior conversations or writings are merged herein and extinguished. Contractor shall not assign the services under the Agreement without the prior written consent of Diocese, which consent Diocese may withhold in its sole and absolute discretion. No subsequent amendment to this Addendum or the Agreement shall be binding upon Contractor or the Diocese unless reduced to writing and signed by both parties hereto, except as otherwise provided herein.

4.5 Signature/Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, and each of which, taken together, shall constitute one agreement binding on the parties. A reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

4.6 Relationship of Parties. The relationship of Diocese to Contractor is solely that of an independent contractor. Neither Diocese nor any of its employees or any of its agents or representatives shall be considered under the provisions of the Agreement, this Addendum or otherwise as being an employee of Contractor. Each party is solely responsible to meet its own financial obligations to its employees including provisions of workers compensation and unemployment insurance coverage, malpractice and other liability insurance, payment of federal, state and local taxes and any other costs or expenses necessary to carry out its obligations under the Agreement or this Addendum thereto. No work, act, commission or omission of any party, its agents, servants or employees, pursuant to the term and conditions of the Agreement and Addendum thereto, shall be construed to make or render any party, its agents, servants or employees, an agent, servant, representative or employee of, or joint venturer with, the other party.

4.7 Severability. If any clause or provision of the Agreement or this Addendum is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the Agreement and/or this Addendum.

4.8 Controlling Law. The Agreement and this Addendum shall be construed and enforced in accordance with the laws of the State of Ohio and any the only venue for any claim, conflict or dispute regarding same shall be a court of competent jurisdiction located solely in Franklin County, Ohio.

4.9 Limitation of Third- Party Rights. The Agreement and this Addendum is intended solely for the benefit of Diocese and Contractor, and is not intended to, nor shall be construed to, create any rights or benefits, either express or implied, in any other person or entity, including, without limitation, any of such party's successors or assigns.

4.10 Headings. The headings of the Agreement or this Addendum are for convenience only and will not affect the construction of the Agreement or this Addendum.

4.11 Amendments. The Agreement and this Addendum may be amended, changed and modified only in a writing executed by both Diocese and Contractor.

4.12 Force Majeure. Neither Diocese or Contractor shall be deemed to be in violation of the Agreement or this Addendum if prevented from performing any obligations hereunder by reason of acts of God or other acts of war, flood or storm, strikes, epidemics or pandemics, and the like beyond its control; nor shall Diocese or Contractor be required to act in violation of law or regulation.

ARTICLE V PRECEDENCE OF ADDENDUM

Contractor and Diocese agree that agreements in this Addendum take precedence over all provisions in the Proposal between Contractor and Diocese that contain language that conflicts with the terms of this Addendum.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date and year provided for above.

CONTRACTOR: _____
(NAME OF COMPANY)

BY: _____
SIGNATURE, NAME & TITLE (Date)

BY: _____
SIGNATURE, NAME & TITLE (Date)

The Roman Catholic Diocese of Columbus