

# ADDENDUM TO CONSTRUCTION CONTRACT

**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, CONTRACTOR shall maintain general liability insurance in the amount of not less than two million (\$2,000,000) per occurrence. It is further agreed that the CONTRACTOR agrees to protect, defend, indemnify and hold harmless the PARISH from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR, or its employees, agents, members or officers.

**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 should be maintained by the CONTRACTOR in the minimum amounts of two million (\$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 which will name the PARISH as an additional insured on CONTRACTORS liability policy for claims arising out of CONTRACTORS, subcontractors or sub-subcontractors operations or made by CONTRACTORS, subcontractors or sub-subcontractors, 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.

**SUBCONTRACTORS:** CONTRACTOR shall be required to verify that all subcontractors maintain public liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, CONTRACTOR agrees to indemnify and defend the PARISH 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:** PARISH does not waive any rights of recovery against the CONTRACTOR or subcontractor for damages that are covered by the parish's property insurance coverage or builder's risk coverage. CONTRACTOR and PARISH agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH that contain language in contradiction with this contract.

**CONTRACT OVERRIDE AND SEVERABILITY PROVISION:** CONTRACTOR and PARISH agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH 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 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:

\_\_\_\_\_  
(Print name and Title)

\_\_\_\_\_  
(Print name and Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**START DATE OF CONTRACT** (Understood to be date signed if left blank): \_\_\_\_\_

*Instruction to Parish (Parish Use Only): This addendum to Contract stands on its own as a legal contract between PARISH and CONTRACTOR should the addendum not be incorporated or attached to a contract.*