Procedures for Building and Renovation Projects

March 15, 2018
**DIOCESAN PROCEDURES**

**FOR**

**BUILDING AND RENOVATION PROJECTS**

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1) INTRODUCTION

The building or renovation of any facility is a major undertaking for a diocesan entity. It has long range effects not only on the life of the organization, but also on the diocese as a whole.

Canon 1276, paragraph 2, urges bishops to “take care of the ordering of the entire matter of the administration of ecclesiastical goods by issuing special instruction within the limits of universal and particular law.” As such, the procedures that follow have been established to assist each diocesan entity in the process of renovating existing facilities or building new construction within their property.

The purpose of this document is to provide diocesan employees and advisors, pastors, parish building committees and parish finance councils with an understanding of the procedures for capital construction projects, and major and minor remodeling conducted in the diocese by parishes and agencies in its territory.

The Diocesan Building Commission (DBC) was established to serve as the Bishop’s advisor in construction matters. It is charged with the task of guiding the diocesan entity through the building process and to review plans and specifications as they are developed, while at the same time assuring the technical continuity and sustainability of facilities throughout the Diocese of Lincoln.
2) **DIOCESAN BUILDING COMMISSION (DBC)**

2.1 **Description**

The Diocesan Building Commission (in addition to the Chair who is appointed by the Bishop) shall consist of at least three (3) members of the Christian faithful not employed by the Diocese, the CFO and a priest of the Diocese. The DBC serves in an advisory capacity in areas pertaining to new construction, major remodeling or renovation, Catholic education facilities, liturgical design and capital fundraising planning. The DBC focuses on projects which are predicted to exceed the threshold cost for a **corporate resolution**.

The pastor, members of his parish building committee and parish finance council, the parish architect and/or engineer, and other professionals assisting on those parish projects, or their designees will make a project presentation to the DBC and respond to inquiries about the project’s financial feasibility, parish master planning, estimated project cost and proposed financing plan and other relevant project considerations. Upon hearing from the diocesan entity, the members of the DBC will make a formal recommendation on the project to the Bishop or his designee. The Chair of the DBC and the CFO will also update the Diocesan Finance Council on the status of various construction projects throughout the diocese on a quarterly basis.

2.2 **Regular Inspections**

The DBC will review inspection reports provided by the property insurance inspector. Where it is necessary, the Commission shall recommend a program of improvement or maintenance to the pastor or priest in charge of each property in the Diocese. These recommendations shall also be made available to the Bishop.
3) GENERAL REQUIREMENTS

3.1 Any project (regardless of cost) that requires a loan, must be approved by the Diocesan Investment and Loan (DIAL) Committee before work may be contracted. See the DIAL policy for more information.

3.2 All work involving an area of worship must be reviewed by the Diocesan Liturgical Commission and be approved by the Bishop before any work may begin.

3.3 A written contract is required for all projects. All contracts, or amendments to contracts, must be reviewed by the CFO or Vicar General and the Diocesan Department of Insurance representative and the Catholic Mutual Group before they are signed. No estimates or design/contractor proposals may be utilized as a design or construction contract.

It is the general policy of the Diocese to not pay ‘retainers’ to Design Professionals as a condition of commencing any design work, or to make ‘down payments’ to Contractors prior to commencing a construction project. However, relative to construction projects, the Diocese will pay for materials &/or equipment stored off the site (but not yet incorporated into the project) upon receipt of a Certificate of Insurance from the Contractor indicating that the materials &/or equipment are stored in an insured facility and have been tagged appropriately to indicate their reimbursed value and that they are the property of the Diocese of Lincoln.

3.4 As a general rule, construction service providers (General Contractors) are selected on the basis of competitive bidding by the pastor/administrator of the parish, school or agency, after consultation with the Chair of the DBC. However, if a Contractor has already assisted with &/or provided 'pre-construction' consulting services on the Project, such as (but not limited to) project scope programming; mechanical, electrical or structural evaluations; preliminary project
construction budgeting; building code analysis, etc., they may also be selected without going through a competitive bid process (per the approval of the Chair of the DBC) to provide the construction services on the project if the contractual basis of payment is defined to be the Cost of the Work Plus a Fee with a Guaranteed Maximum Construction Price.

In addition, the Diocese may consider the use of less common construction delivery methods (for select or unique projects) including, but not limited to:

a) Construction Management; both Construction Management by an Independent Agent (CMa) and Construction Management where the Construction Manager is the Contractor (CMc).

b) Design/Build in which a qualified Contractor provides both the Design and Construction services for a fixed cost.

Any and all methods of construction delivery for a project must be reviewed in advance by the Chair of the DBC and the CFO. All methods of construction delivery must be accompanied by contracts with legally binding costs to the owner.

3.5 Insofar as is possible, in consultation with the DBC, accessibility for the disabled is to be a priority in design.

3.6 Among the specifications to be included on every project for the Diocese is a statement that no asbestos-containing materials have been used in the construction or renovations.

3.7 At the end of each project, the Design Professionals (Architect and/or Engineer) will be required to submit two (2) sets of record documents of the project (in both ‘hard copy’ as well as an electronic copy readable by the Diocese information
technology system) for archival purposes. One set is to be delivered to the Chancery and the other set to the project’s parish/agency. Final payment for services will not be made until the Diocese and parish/agency receive these documents and all punch list items are corrected.

3.8 In order to better serve parishes on future building projects, it is requested that upon completion of the project, the pastor and Chair of the DBC meet with the Parish Building Committee to evaluate the project experience for its strengths and weaknesses. This will enable the Diocese to share these “lessons learned” with other parishes.

4) EMERGENCY PROCEDURES

4.1 In case of damage to any property owned by the Diocese or other diocesan entities by a storm, fire, or any other cause, contact the Chair of the DBC for assistance in determining appropriate procedures.

4.2 Contact the Diocesan Department of Insurance representative for possible coverage and claims procedures.

4.3 Begin gathering cost data for repairs.

5) PROJECTS UNDER $75,000
(refer to Project Process Overview Chart)

5.1 Projects with a likely cost of $75,000 or less may be handled at the local level with the exception that all roofing, heating, ventilating and air conditioning work must have prior approval by the DBC before a contract may be signed and work commenced. All other projects may utilize the DBC for consultation.

5.2 The parish building committee must consult with the parish council and obtain approval from the pastor/administrator.

5.3 A corporate resolution is required prior to the signing of any contract or capital expenditure greater than $10,000.
6) PROJECT PROCESS OVERVIEW CHART

**Projects under $75,000**

- Preliminary Parish Planning (see 5.2)
  - Parish Council Consultation
  - Pastor/Admin Approval

- Contact Chair of DBC for: (see 5.1)
  - General consultative services
  - Specific consultative services for projects involving roofing, and HVAC work
  - Contract Preparation
  - Financial review
  - Need for consulting Liturgical commission

- Contact Liturgical Commission for approval of any work involving a worship area. (See 3.1)

- Parish Coordinates (see 5.1)
  1. Plans and specifications
  2. Bidding
  3. Recommendation

- Obtain **corporate resolution** prior to signing any contracts for projects above $10,000 (See 5.3)

**Projects over $75,000**

- Preliminary Parish Planning (see 7.1)
  - Parish Council Consultation
  - Pastor/Admin Approval

- Initial approval to advance project (See 7.2)

- Selection of Architect and/or Engineer (See 7.3)

- Preliminary design phase (Schematic) (See 7.4)

- Preliminary financial plan
  Conduct Capital Campaign
  Final/Detailed Design development and Construction documents Phases (See 7.5)

- Final Financial Approval (See 7.6)

- Bidding Process
  Selection of Contractor
  Awarding of Construction Contracts (see 7.7)
7) **Detailed Procedures for Projects Over $75,000**

The Bishop has determined that projects with a projected cost greater than $75,000 are acts of extraordinary administration according to Canon 1281, paragraph 2. Therefore, these projects must be coordinated through the DBC using the project procedures spelled out in greater detail in Sections 7 and 8 of this document.

The regulations set forth in this section are to be observed in every case where a parish or institution contemplates new construction or major improvements unless the Bishop, in view of special circumstances, suspends or adds to them. Each phase of the project must be approved by the DBC.

7.1 **Preliminary Parish Planning**

The parish building committee must consult with the parish council and obtain approval of the project concept from the pastor/administrator.

7.2 **Initial Approval to Advance a Project**

The pastor or administrator writes a letter to the Bishop with a copy to the Chair of the DBC and to the CFO, requesting permission to begin the planning of, and to receive advice, relative to the project. The request should contain the following information:

a) The need and scope of the proposed project;

b) The estimated cost of the total work;

c) The proposed method of financing;

d) The initial names of the Architects and/or Engineers from whom proposals for the design may be solicited. Please note that the Chair of the DBC maintains a list of Architects and/or Engineers who have performed well on recently completed projects in the Diocese and can assist the pastor with identification of Architects and/or Engineers qualified to perform the required professional design services.
7.3 **Selection of an Architect and/or Engineer**

Once permission has been granted in writing to further evaluate and advance the project, the Chair of the DBC will meet with the Parish Building Committee to develop an understanding of the scope of the project and to outline and review the Diocesan guidelines for the project. Then a request for proposals (RFP) may be submitted to Architects and/or Engineers and a process for interviewing and selection may be implemented by the Parish Building Committee to obtain the Architect and/or Engineer for the project.

Any Architect commissioned to design a church or other sacred space should be versed in Catholic beliefs, liturgy, rituals, ceremonies, rubrics and symbols. Liturgical guidelines are available from the Liturgical Commission.

Upon selecting the Architect and/or Engineer, the Proposal for Design Services shall be submitted to the DBC for review and a request for a corporate resolution shall be submitted to the Bishop (if the cost of the architect’s preliminary design phase is to exceed $ 10,000.) Recommendations from the DBC will be made in writing to the Bishop and the Bishop’s approval must be obtained via a corporate resolution or in writing prior to accepting the Proposal for Design Services.

7.4 **Preliminary Design Phase (Schematic)**

The Architect and/or Engineer may then be instructed to prepare Preliminary (“schematic”) Design documents consisting of preliminary drawings and introductory (outline) specifications that fully illustrate the scope of the project. The Architect and/or Engineer must also include an itemized statement of estimated construction costs.

When the preliminary design drawings have been completed to the satisfaction of the Parish Building Committee and approved by the pastor/administrator, they shall be forwarded to the DBC and to the Diocesan Liturgical Commission (if applicable) for
review and recommendations.

In the case of new church construction or church renovation, the Diocesan Liturgical Commission will also meet with the priest assigned to the entity, his chosen representatives and the Architect. If the Diocesan Liturgical Commission is involved in the project, then the meetings may be combined with the review by the DBC.

The review process includes meeting(s) with the priest assigned to the entity, his chosen representatives, the Architect and/or Engineer, and the DBC. The DBC (and Diocesan Liturgical Commission) will send their recommendations to the Bishop through the respective Chairs. The Bishop will accept the preliminary design proposal.

7.5 **Preliminary Financial Plan, Capital Campaign, Final/Detailed Design Phase**

The parish, school or agency shall develop a Preliminary Financial Plan that includes consideration for long term operational and maintenance expenses. The Preliminary Financial Plan shall be reviewed and approved by the Diocesan Finance Office.

No campaign for funds may be undertaken without written permission of the Bishop. If a capital campaign will be needed to raise funds for the project, formal approval will need to be sought according to the Capital Campaign Approval Process.

After written approval of the Preliminary (“schematic”) Design documents has been given by the Diocesan Building Commission and the Bishop, the Architect and/or Engineer may be authorized to prepare a) Design Development documents followed by b) Construction Documents and Specifications for the project. The architect’s preliminary design phase having been completed, a **corporate resolution** request for the Architect’s additional contracted services (including Design Development Documents, Construction Documents and Specifications, involvement in the bidding process and letting, and construction oversight to final completion) shall be submitted to the Bishop. The
Architect and/or Engineer will be subject to periodic reviews and approvals by the Parish Building Committee throughout the Design Development and Construction Documents portions of the project. These “checkpoints” should be determined by the Parish Building Committee in consultation with the Architect and/or Engineer prior to the commencement of either of these phases of the project. The Architect and/or Engineer will not be authorized to commence to the phase of Construction Documents without approval of the Design Development drawings by the Parish Building Committee.

The Architect and/or Engineer shall also be directed by the DBC to consult with the Diocesan Department of Insurance concerning any special provisions required as part of the preparation of Construction Documents and Specifications.

7.6 Final Financial Approval of the Project

The parish building committee shall complete a final project budget and funding proposal which shall be reviewed by the Parish Council and approved by the Pastor/Administrator. The proposal should include consideration for funding any future long term operational and maintenance costs related to the project.

The building project budget and proposed financing method shall be reviewed and approved by the diocesan CFO and the Bishop in writing.

7.7 Selection of a Contractor and Awarding Construction Contracts

Upon 95% completion of the Construction Documents and Specifications, one set of drawings and specifications in electronic format is to be submitted to the DBC for review (for large files, a drop box or similar link is to be used instead of PDF attachments). This is to be accompanied by a corporate resolution request for the construction cost amount estimated by the Architect and/or Engineer. After written approval of the drawings and specifications by the DBC, other sets may be released to Contractors for bidding.
The bid letting shall be attended by the Architect and/or Engineer, the Parish Building Committee, and the pastor. In every case, the right to reject any or all bids must be reserved. After the sealed bids have been opened, the parish pastor or priest in charge shall present to the Chair of the DBC a list of the bidders and the amounts of their respective bids. The Chair of the DBC maintains a list of general contractors who have performed well on recently completed projects in the Diocese, and will assist the pastor with the identification of Contractors qualified to perform construction services. After consultation with the Architect and/or Engineer and lay advisors, recommendations regarding the acceptance of a bid or bids will be made to the Chair of the DBC.

Prior to the bid being awarded, the pastor or priest in charge shall submit the bid to the Diocesan Department of Insurance for clearance. The Department of Insurance shall investigate insurance coverage for any persons or firms who will be hired for construction or repair services in the Diocese of Lincoln.

After awarding the bid and receiving clearance from the Diocesan Department of Insurance, the Architect and/or Engineer will formulate a contract to be entered into between the Contractor and the Owner. This contract will be submitted to the DBC Chair for approval prior to signing. After receiving DBC Chair’s approval the pastor/administrator may request a corporate resolution from the Bishop.

A financial report shall accompany the construction contract that indicates the amount of funds on hand and approval by the DIAL committee for a loan if necessary.

For projects over $75,000, independent certification of construction progress must be performed for every pay application either by the Architect or Engineer that was hired for the project or by an independent construction inspector contracted by the entity. The Parish Building Committee shall be informed at periodic intervals during the
construction by the project Architect and/or Engineer as to progress on the project and quality of the construction. The priest in charge shall be the primary consultant with the Architect and/or Engineer regarding any decisions made during the construction phase of the project. If necessary, the parish priest may consult with the DBC in order to make an informed decision regarding any questions which arise during the construction phase.

Before the final payment is made, the Chair or designated representatives of the DBC, in cooperation with the Parish Building Committee, the Architect and/or Engineer, and the Contractor shall make a final inspection of the project to determine any items necessary for completion in the fulfillment of the contract agreement.

8) **Preliminary Design Deliverables for DBC Submittal**  
   (Inclusive of Traditional Programming, Master Planning and Schematic Design Phases for Projects over $75,000)

8.1 **Program Information**
   a) Owner site and building design criteria, guidelines, goals and objectives.
   b) Space requirement outline
   c) Diagrams showing adjacencies &/or proximities between programmed spaces to assist in developing a functional plan layout during the Schematic Design phase
   d) Project budget summary
   e) Parishioner support

8.2 **Master Plan Information (Optional but Encouraged)**
   a) Future growth or development (beyond the current Project scope) anticipated or envisioned by the Owner at the current site, which should be taken into account as part the Project Schematic design
   b) Overall conceptual site plan
   c) Overall conceptual floor plan(s)
   d) Conceptual building rendering(s)
   e) Project budget summary
8.3 **Schematic Design Information**

a) Overall site survey  
b) Overall demolition plan (if applicable)  
c) Overall site plan with storm water drainage considerations 
d) Overall dimensioned floor plans  
e) Roof plan / water shed (ice/snow) consideration  
f) Exterior elevations with heights indicated  
g) Building sections 
h) Exterior rendering(s)  
j) “Basis of Design” narrative outlining design intent for all building systems  
k) “Basis of Budget” schematic cost estimate

9) **Final/Detailed Design Deliverables for DBC Submittal**  
(Inclusive of Traditional Construction Document Phase for Projects over $75,000)

9.1 **Site**

a) Site survey  
b) Site demolition plan (if applicable)  
c) Site plan  
d) Grading/drainage plan  
e) Landscape plan(s) and details  
f) Site utility plan  
g) Erosion control plan  
h) Traffic maintenance plan  
j) Site paving plans and details  
k) Sanitary sewer system plan  
l) Site details
9.2 **Structural**
   a) Demolition plan (if applicable)
   b) Foundation plan
   c) Floor framing plan(s)
   d) Roof framing plan(s)
   e) Sections
   f) Details and Schedules

9.3 **Architectural-Exterior and Interior**
   a) Demolition plan (if applicable)
   b) Overall plan(s)
   c) Fire and Life Safety plan(s)
   d) Wall types
   e) Partial plan(s)
   f) Enlarged floor plan(s)
   g) Reflected ceiling plan(s)
   h) Roof plan(s)
   j) Exterior elevations
   k) Building Section(s)
   l) Exterior details
   m) Wall sections
   n) Door/frames schedule and elevation types
   o) Room finish schedule
   p) Interior elevations/details
   q) Millwork elevations/details
   r) Building signage (if applicable)
9.4 **Mechanical**
   
   a) Plumbing:
      
      1. Demolition plan(s) (if applicable)
      2. Plan(s)
      3. Details
      4. Schedules
   
   b) HVAC:
      
      1. Demolition plan(s) (if applicable)
      2. Plan(s)
      3. Details
      4. Schedules
      5. Building Controls

9.5 **Electrical**

   a) Demolition plan(s) (if applicable)
   
   b) Power plan(s)
   
   c) Lighting plan(s)
   
   d) Voice and data plan(s)
   
   e) Security and access plan(s)
   
   f) Details
   
   g) Schedules

9.6 **Final Specifications**

Divisions 0 and 1 dealing with contract arrangements, as well as applicable technical sections of Divisions 2 through 16 (site grading through electrical work).

9.7 **Final Cost Estimate**

The final cost estimate should include

- Operational expenses for the first year of service.
- Soft costs (professional fees, zoning, permits+++)
- Construction costs
- Furniture, Fixtures and equipment
- Contingency costs (estimated cost overruns - 10% of construction costs)
APPENDIX A

CONTRACT REVIEW POLICY

The purpose of this policy is to insure that all of the various entities that are part of the Diocese of Lincoln are following the same procedures when entering into agreements, leases, and contracts with outside contractors/vendors/lessors.

In addition, this policy exists to insure that the liability under the contract is assumed by the proper party and in particular that the parish/agency does not agree to any unnecessary hold harmless provisions or unfavorable contractual language.

This policy addresses three levels of agreements/contracts:

Level 1 – Small projects without an official contract
Level 2 – Projects utilizing a non-standardized contract
Level 3 – Professional agreements using standardized contracts

Please see the Procedures for Building and Renovation Projects for additional oversight required by the Diocesan Building Commission, Diocesan Finance Office, and the Diocesan Liturgical Commission on for projects in excess of $75,000.

The following procedures will be followed by all Diocesan entities:

The Diocesan Insurance Department must also review all lease and rental agreements.

All contractors and service workers are required to carry three types of insurance (regardless of the size of the contract) and provide proof to you that they have each type. The three types of insurance are:

- Public liability
- Workers’ Compensation
- Automobile Liability

Certificates of Insurance must be obtained verifying all three of the above types of insurance and must name the diocesan parish/agency and the Diocese of Lincoln as an “Additional Insured”. It is not adequate for the parish/institution to obtain a certificate of insurance which names the parish/institution as a “certificate holder.”

All contracts and certificates of insurance must be maintained in a central file. It is imperative to monitor and ensure that the certificates of insurance are up to date during the duration of the project.

It is the general policy of the Diocese to not pay ‘retainers’ to Design Professionals as a condition of commencing any design work, or to make ‘down payments’ to Contractors prior
Level 1 – Small Projects

A standard contract (Exhibit A – Agreement Between Owner and Contractor) is to be used for small construction jobs including, renovations, small additions, etc. Use of this form expedites the review and approval process of absent or non-standard contracts.

Exhibit A may be used on jobs that involve less than $10,000.00. If the contractor does not want to use this contract, the contract must be reviewed by the Diocesan Insurance Department.

Small routine maintenance jobs do not always require the use of contracts. Please see Exhibit B, Small Contractor/Worker Hold Harmless/Indemnity Agreement for those types of agreements.

Level 2 – Projects Utilizing a Non-standardized Contract

Typically when organizations are adding an addition, undergoing a major renovation or remodeling their facilities, a written contract is signed with a contractor. The Addendum to Construction Contract (Exhibit C) must be attached to contracts with contractors performing work at your parish/agency. The Addendum to Construction Contract must be utilized in the following situations:

1. When your organization enters into a construction, renovation, or remodeling contract in excess of $10,000 with a contractor or architect - For small contractor jobs that are under $10,000 (or the threshold of your Diocesan Construction Contract Review Policy), it is not a requirement for your organization to utilize the Addendum to Construction Contract. However, the organization must still verify that these contractors have liability insurance covering their construction operations at the parish/institution.

2. When a contractor is performing an unusual or dangerous construction procedure at your parish/institution - An example of this would be a contractor job involving the use of scaffolding or which calls for asbestos removal.

By attaching the Addendum to Construction Contract to the contract or incorporating its wording into a contract, your parish/institution will satisfy insurance requirements. If the Addendum to Construction Contract is not attached to the contract with a contractor, the wording of the addendum must be incorporated into the contract developed by the parish/institution and the contractor.  

**The parish/institution should always verify that the**
contractor has named the parish/institution as an Additional Insured on their general liability insurance policy. It is not adequate for the parish/institution to obtain a certificate of insurance which names the parish/institution as a “certificate holder.”

Should a contractor have questions regarding the requirements outlined on the Addendum to Construction Contract, please have them contact the Risk Management Department at Catholic Mutual, 1-800-228-6108.

Level 3 – Professional Standardized Contracts

When parishes/Institutions enter into a contract for a major renovation or remodeling project of parish/institution facilities or for the construction of a new building, a contract is signed with the general contractor. In most instances, the contract required is a standard contract prepared by the American Institute of Architects, (AIA) or by the Associated General Contractors of America, (AGC). Two of the most common standard contracts are the AIA Document A201 and the AIA Document A107. There are also many other AIA and AGC contracts.

From an insurance and indemnification standpoint, these standard documents are written in favor of the contractor and/or sub-contractor. Fortunately, these contracts can be altered to make them more equitable for parishes/Institutions.

Addendum/Changes to the AIA or AGC Contract, Exhibit D, is an addendum that allows for changes to be made to various AIA and AGC contracts. Please note the changes are only intended to address insurance and indemnification concerns. Other areas of the contract should be reviewed on behalf of the parish/institution by a qualified attorney and the Diocesan Building Commission.
EXHIBIT A

AGREEMENT BETWEEN OWNER AND CONTRACTOR

____________________________________, hereinafter called the Owner, agrees to pay
____________________________________, hereinafter called the Contractor, the sum of

$__________________________ (__________) dollars for the following work:

Partial payment requests will be considered based on a maximum of 90% of materials on the
job or in place and labor already accomplished.

The work shall be completed by _________________________, and the Contractor shall
provide the following warranties or other documents prior to payment:

The Contractor shall begin the work within seven (7) days of the date of this contract unless
other provisions have been made. He shall carry the work forward expeditiously with
adequate, qualified workers and shall achieve substantial completion within the contract time.
Neither the final certificate of payment, nor any provisions in the contract, nor partial or entire use of the project by the Owner shall constitute an acceptance thereof if not in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or faulty workmanship/materials within a period of one year.

The Contractor shall indemnify and hold harmless the Owner, its agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys’ fees arising out of or resulting from the performance of the work, which is caused in whole or in part by the negligent act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. In case any action is brought therefore against the Owner or any of its agents, employees or Subcontractors, the Contractor shall assume full responsibility for the defense thereof; upon Contractor’s failure to do so on proper notice, the Owner reserves the right to defend such action and to charge all costs thereof to the Contractor. The carrying of the insurance required herein shall not relieve the Contractor of the duty of indemnity in the event that such insurance shall be inadequate, for any reason, to protect the Owner in full.

The Contractor shall at all times carry the following insurance coverage:

**Workers’ Compensation insurance** on all his/her employees; he/she will also require all the Subcontractors to carry Worker’s Compensation on all their employees. Contractor will indemnify the Owner against any claims made by any employees, Subcontractors, or anyone employed directly or indirectly by any of them. This indemnification is not limited to compensation paid under any Worker’s Compensation policy.

**Public liability insurance** in an amount of not less than $2,000,000 per occurrence. Such insurance shall include the Owner, all Subcontractors, and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Said public liability insurance shall include claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees, claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or by any other person, and claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.

**Automobile liability insurance**, covering any and all kinds of motor vehicles, in an amount of not less than $100,000/$300,000. Such insurance shall include any and all claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of a motor vehicle.

Each of the above listed policies will contain a requirement that, in the event of change or cancellation, ten (10) days’ prior written notice will be sent by mail to the Owner.

The contractor shall provide Owner with bonds covering faithful performance of the contract and payment of obligations arising thereunder. The amount of each bond shall be equal to 100% of the contract sum. Said bond must be executed by a company authorized to do business in the state of Nebraska. The bond will be given to the Owner prior to any work being started.
EXHIBIT A Continued

The contractor will present a list of all the Subcontractors prior to beginning construction. At the conclusion of the job, the Contractor will provide lien waivers from his/her company and from each of the Subcontractors. If any Subcontractor refuses to sign the lien waiver, then the Contractor will provide an invoice from the Subcontractor. This invoice must show that it is the total balance owed on the job and be signed by both the Contractor and the Subcontractor. The Owner will then issue a check payable jointly to the Contractor and the Subcontractor and deduct the amount from the balance owed to the Contractor.

The Contractor shall be responsible for initiating, maintaining, planning, and supervising all safety precautions and programs in connection with the work.

The Contractor will not discriminate against any employee, applicant for employment, or Subcontractor because of race, creed, color, sex, handicap, or national origin.

If the Contractor:

- is adjudged a bankrupt;
- makes a general assignment for the benefit of his creditors;
- has a receiver appointed on account of his insolvency;
- persistently or repeatedly refuses or fails, except in cases for which extension of time is provided to supply enough properly skilled workers or proper materials;
- fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
- or otherwise is guilty of a substantial violation of a provision of the Contract documents,

then the Owner may, without prejudice to any right or remedy, and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and the contract will be deemed null and void.

Miscellaneous Provisions:

Owner Date Contractor Date
EXHIBIT B
SMALL CONTRACTOR/WORKER
HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: ____________________________________________________________
(PARISH is understood to include the Diocese of Lincoln.)

CONTRACTOR/WORKER: ____________________________________________

DATE – DURATION OF PROJECT: _____________________________________

TYPE OF PROJECT: _________________________________________________

The above named CONTRACTOR/WORKER agrees to defend, protect, indemnify and hold harmless the above named PARISH and the Diocese of Lincoln against and from all claims arising from the negligence or fault of the above named CONTRACTOR/WORKER or any of their agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above named PROJECT at the above named PARISH.

CONTRACTOR/WORKER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than two million dollars ($2,000,000) per occurrence. CONTRACTOR/WORKER also agrees to have the PARISH named as an “Additional Insured” on its general liability policy for the DATE – DURATION OF PROJECT in the relationship to the TYPE OF PROJECT for claims which arise out of CONTRACTOR/WORKER operations or are brought against the PARISH by CONTRACTOR/WORKERS’ employees, agents, partners, family members, officers, volunteers, helpers, organizational members or associates. CONTRACTOR/WORKER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against the PARISH. CONTRACTOR/WORKER shall maintain worker’s compensation insurance as required by law.

If and only if CONTRACTOR/WORKER fails to comply with the above (second) paragraph, then the above CONTRACTOR/WORKER agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the PROJECT during the above identified DATE – DURATION OF THE PROJECT that is brought against the PARISH by the above named CONTRACTOR/WORKER or his employees, agents, partners, family members, officers, volunteers, helpers, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees, or agents, or the negligence of any other individual or organization. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNATURE OF CONTRACTOR/WORKER: ________________________________

PRINTED NAME AND TITLE: __________________________________________

DATE: ___________________________ PHONE: _________________________
EXHIBIT C
ADDENDUM TO CONSTRUCTION CONTRACTS

BUILDER’S RISK INSURANCE: A Builder’s Risk and Boiler and Machinery Coverage will be obtained by OWNER to cover the project, unless the project exceeds $500,000. In which case, the CONTRACTOR is to provide coverage. 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/INSTITUTION, CONTRACTOR shall maintain general liability insurance in the amount of not less than two million dollars ($2,000,000) per occurrence. It is further agreed that the CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the PARISH/INSTITUTION against and 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 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/INSTITUTION which will name the PARISH/INSTITUTION 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/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/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, Builders 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.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR and PARISH/INSTITUTION agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH/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/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: ____________________________________________________________
BY: ___________________________________________________________________
NAME ______________________________ DATE ______________

PARISH/INSTITUTION: (PARISH/INSTITUTION is understood to include the Diocese of Lincoln)
BY: ___________________________________________________________________
NAME ______________________________ DATE ______________

START DATE OF CONTRACT (Understood to be date signed if left blank): ____________________________________________________________________
EXHIBIT D

ADDITION/CHANGES TO THE AIA or AGC CONTRACT

Instruction to Parish/institution (Parish/institution Use Only): This Addendum to Construction Contract stands on its own as a legal contract between PARISH/INSTITUTION and CONTRACTOR should this addendum not be incorporated or attached to a contract.

Please check the box next to the document which is being utilized. Checked boxes will denote the deletion and/or modification of the corresponding AIA or AGC contract as shown below.

Owner and Contractor agree that the deletions and/or changes outlined below will be binding and alter the corresponding AIA or AGC contract that is referenced. Both Owner and Contractor agree the Addendum will supersede any other contractual language.

  General Conditions of the Contract for Construction
  10.1.4 Delete second from last sentence (beginning with “regardless of whether or not…”)
  11.3.1 Delete second half of first sentence (beginning after semicolon with “This insurance shall…”)
  11.3.2 Delete entire paragraph
  11.3.3 Delete entire paragraph
  11.3.5 Delete entire paragraph
  11.3.7 Delete entire paragraph

  General Conditions of the Contract for Construction
  10.3.3 Delete the word “sole” from the last sentence
  11.3.3 Delete entire paragraph
  11.4.1 Delete last sentence only (beginning with “This insurance shall…”)
  11.4.2 Delete second half of first sentence (beginning after semicolon with “This insurance shall…”)
  11.4.3 Delete entire paragraph
  11.4.5 Delete entire paragraph
  11.4.7 Delete entire paragraph

- AIA DOCUMENT A201-2007 edition
  General Conditions of the Contract for Construction
  11.3.1 Add sentence to end “While the interests of all parties are covered, only the Owner will be named as an insured”
  11.3.2 Delete second half of last sentence “and the Owner and Contractor shall be named insureds”. Add sentence to end of paragraph “Owner and Contractor agree only the Owner will be an insured on the policy”
  11.3.3 & 11.3.5
  Add sentence to end of each “This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor.”
  11.3.7 Add sentence to end “This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor.”

  Abbreviated Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope
  17.2 Delete last sentence only (beginning with “The Contractor shall…”)
  17.3 Delete last sentence only (beginning with “This insurance shall…”)
  17.6 Delete entire paragraph
EXHIBIT D Continued

  Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope
  15.2 Delete the word “sole” from the last sentence
  16.3.3 Delete entire paragraph
  16.4.1 Delete last sentence only (beginning with “this insurance shall…”)
  16.5.1 Delete entire paragraph

  Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope
  17.3.1 Replace last sentence with “While the interests of all parties are covered, only the Owner will be named as an insured”
  17.3.3 Add sentence to end of paragraph “This paragraph does not apply to the extent Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner”

  Standard Form of Agreement Between Owner and Architect where the Construction Manager is NOT a Constructor
  10.1.4 Delete the phrase “in whole or in part” in the second line from the bottom of paragraph
  11.3.1 Delete last sentence only
  11.3.2 Delete “this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work and the Owner and Contractor shall be named insureds” beginning in the fifth line of the paragraph
  11.3.5 Delete entire paragraph
  11.3.7 Delete entire paragraph
  11.3.8 Delete entire paragraph
  11.3.9 Delete entire paragraph
  11.3.10 Delete entire paragraph

  Standard Form of Design – Build Agreement and General Conditions Between Owner and Contractor
  11.5.1 Delete second sentence only (beginning with “This insurance shall…”)
  11.5.3 Delete entire paragraph
  11.5.4 Delete entire paragraph
  11.6.1 Delete entire paragraph
  11.7.1 Delete entire paragraph
  11.7.2 Delete entire paragraph

  Standard Form of Design – Build Agreement and General Conditions Between Owner and Contractor
  10.1.2 Delete entire paragraph
  10.5.1 Delete Contractor, Architect/Engineer, Subcontractors and Subsubcontractors from the second sentence in lines two and three
  10.5.4 Delete Contractor, Architect/Engineer, Subcontractors and Subsubcontractors from the first sentence in lines one and two and the entire last sentence (beginning with “Exposures of the…”)
  10.5.5 Delete last sentence only (beginning with “If the Contractor…”)
  10.7.1 Delete entire paragraph
  10.7.2 Delete entire paragraph
EXHIBIT D Continued

Standard Form of Agreements Between Owner and Design/Builder
7.2.1 Delete last sentence only (beginning with “The Design/Builder shall…”)
7.3.1 Delete last sentence only (beginning with “This insurance shall…”)
7.3.3 Delete entire paragraph
7.3.4 Delete last two sentences (beginning with “This insurance shall…”)
7.3.8 Delete entire paragraph
7.4.1 Delete entire paragraph

Standard Form of Agreement Between Owner and Architect
9.4 Delete entire paragraph

Standard Form of Agreement Between Owner and Architect with Standard Form of Architects Services
1.3.6 Delete entire paragraph
1.3.7.4 Delete entire paragraph
1.4.2.1 Add at end of paragraph. “This paragraph does not apply to the extent Architect or any sub-
consultants have liability insurance to cover negligence errors or omissions.”

Abbreviated Standard Form of Agreement Between Owner and Architect
9.4 Delete entire paragraph

Standard Form of Agreement and General Conditions Between Owner and Contractor
11.1.1 Delete the phrase “other than to the work itself and other property insured under
Subparagraph 11.4” from the first sentence (beginning in the third line)
11.1.2 Owner will not be responsible to indemnify for any act or omission of an Architect/Engineers
or Others
11.2 Delete entire paragraph
11.4.1 Delete the second sentence (beginning with “This insurance shall also name…”) and delete
the fourth sentence (beginning with “This policy shall provide for a waiver…”)
11.4.3 Delete entire paragraph up to the word “more” in the eighth line. The rest of the paragraph
(begging with “the Contractor shall indemnify”) remains intact

CONTRACTOR SIGNATURE: ____________________________
PARISH/AGENCY SIGNATURE: ____________________________

BY (PLEASE PRINT): ____________________________
BY (PLEASE PRINT): ____________________________

(NAME) ____________________________ DATE ____________________________
(NAME) ____________________________ DATE ____________________________

(PARISH/AGENCY is understood to include the Diocese of Lincoln)
APPENDIX B

PROCEDURE TO REQUEST A CORPORATE RESOLUTION

A petition in writing is to be sent to the Ordinary, which contains the following information:

1. The need and scope of the proposed project;

2. The estimated cost of the total work;

3. The method of financing;

4. The names of the recommended contractors, vendor, architect, etc., selected to complete the project.

Upon approval of the project, the Diocesan Insurance Office will prepare two original corporate resolutions and obtain the signatures from the President (Bishop), Vice-President (Vicar General), and one Director (Chancellor) on each.

The two original corporate resolutions will be given to the parish/entity to obtain the Secretary-Treasurer (Pastor) and two lay trustees’ signatures. One executed original should remain at the parish and one executed original is to be returned to the Chancery.