

DIOCESAN CONSTRUCTION AND RENOVATION POLICY

Revised 2000



DIOCESE OF GREENSBURG



OFFICE OF THE BISHOP
DIOCESE OF GREENSBURG

March 2000

Dear brother in Christ,



Bishop
Anthony G. Bosco

You hold in your hands the most recent revision of the Diocesan Construction and Renovation Policy. The revisions build on the positive aspects of the existing policy, based on the input of a committee of clergy and laity and discussions among the clergy at Deanery meetings. I am grateful to all who helped.

The primary changes to the existing policy incorporated in this version are:

- Increased limits that parishes may spend without obtaining approval from the Bishop.
- A one-page form is all that is required for small and medium-size projects, thereby reducing the paperwork for parishes and schools.
- The procedures for approving the projects have been streamlined in order to speed up the approval for the small and medium-size projects.

The Engineering and Facility Management Office is an important arm of the central administration. The earlier they are contacted, the more assistance they can provide. They should always be contacted before any contractors have been contacted. This assures that consistent and comprehensive instructions can be given to the contractors and also results in comparable bids.

Good fiscal management requires that all our parishes and schools should have a five to ten-year capital budget, which allows proper prioritization of necessary projects. It also helps in financial planning. The policy also gives instruction for the repair, maintenance and warranty log. All of this information as well as warranty and guarantee documents should be kept in a file for easy access.

I also hope that as we seek to understand regionalization, it should be considered when major projects are being planned. It is essential that we make decisions today that will benefit the regional Catholic communities far into the future.

The diocesan Bishop is trustee of all diocesan property, and canon and civil laws charge him to exercise administrative oversight in all matters involving such properties and assets. Your cooperation with these policies will help me carry out my responsibility so that I can give an account of my stewardship, if necessary, to civil authorities and, ultimately, to God.

I hope you will find these policies helpful and that you will familiarize yourself with them. Our staff is always willing to help you.

Fraternally yours in Christ,

+ Anthony G. Bosco

Enclosure

DIOCESE OF GREENSBURG

Diocesan Construction and Renovation Policy Revised 2000

Forward1

Expenditure Levels

- LEVEL I: Projects under \$15,000/\$30,0003
- LEVEL II: Projects over Level I to \$100,0004
- LEVEL III: Projects over \$100,000 to \$250,0006
- LEVEL IV: Projects over \$250,000.....8

ii

Other Building Construction, Renovation and Leasing Concerns

- Americans with Disabilities Act.....11
- Pennsylvania Physically Handicapped Act11
- Asbestos.....11
- Multipurpose Space12
- Request for Alienation of Property Transactions12
- Leasing Space13
- Emergency Repairs.....13
- Bonding.....13
- Volunteer Work14

Construction and Renovation Contracts and Documents

- Purpose of Documents.....15

Appendices

Renovation/Repair and/or Warranty Log

FORWARD



FORWARD

Introduction

This Diocesan Construction & Renovation Policy revises the October 1994 policy. Many of the concepts in the October 1994 policy are still applicable and therefore are incorporated into this 2000 version. Although this policy manual is written in the context of parishes, this policy applies to parish schools and area schools as well.

As with any policy, periodic updates are necessary. The focus of this 2000 version is to simplify the paperwork for small and medium size projects. Also, this version raises the spending limits that may be spent without obtaining diocesan approval.

Stewardship

Stewardship is an essential element of parish life. Maintaining facilities in good condition is an example that our leaders are exercising good stewardship. Although maintaining facilities in good condition only accomplishes part of the goal, it is important to establish adequate reserves for future maintenance and repair projects. When the inevitable breakdown occurs, funds should be available immediately to address the problem.

Capital Budget

All parishes should have an understanding of the condition of their facility and equipment. This may be accomplished by having a facility assessment study completed by the Engineering and Facilities Management Office or other engineering and/or construction professionals. One result of this study is a list of needed capital projects, commonly referred to as a capital budget. Capital projects are nonroutine. They add value and extend the useful life of the plant and equipment. These projects are funded from the reserves, not the operating budget. A capital budget is a prioritized list of projects that need to be done, along with an estimate of the cost of the project, and approximate dates when the projects should be completed. A capital budget will assist in scheduling projects so that they may be handled in an orderly fashion. When projects are done in a rush, this can lead to an increase in cost and a decrease in quality, not to mention the inefficient use of staff time.

1

Pastoral Planning

Whether large or small, all construction or renovation projects should be planned. *New Wine, New Wineskins: Revisioning the Parish Through the Ministry of the Parish Pastoral Council, (NWNW)* defines pastoral planning as "the process which turns the parish vision into reality within a particular span of time, through a systematic, cyclical design and involves the mission statement, long-range goals, and annual objectives." Many times, these goals and objectives have an impact on physical plant. The pastoral planning process involves broad consultation and gathering of information from many sources including consultation with the Parish Finance Council. The pastoral plan should always consider the operating and capital budgets.

Budgets are Plans

Budgets are statements, in financial terms, of the parish's priorities. Essentially, budgets are the financial plans. Properly prepared budgets allow for funds to be spent on preventative maintenance and routine repairs to keep the plant and equipment in good condition. Not only should budgets consider the facility's current needs; but also, budgets should provide funds for future capital needs.

For the purposes of this manual, routine maintenance is considered an operational expense. These repairs are part of the operating budget and should be funded from the parish's ordinary income.

Regional Planning

Very large projects require study and analysis before they are undertaken. A parish needs to understand all the priorities of a parish before substantial financial and human resources are spent on planning and funding a large project. As we are beginning to see, it is beneficial for the parish leaders to consider the needs of the Catholic community beyond the parish borders. Available resources are forcing us to think regionally when considering large projects.

Area School Note

The area school capital budgeting and operating budgeting processes should be integrated with the pastoral plan of the member parishes. Area schools are an important ministry. This ministry is the responsibility of the member parishes and the funding for our regional school operating and capital budgets need to be incorporated into the overall financial plan of the member parishes.

Maintenance Log

As a part of this policy, all parishes are being provided with a logbook for all maintenance, repair and construction projects. All projects should be recorded in this logbook. Any warranties, guarantees and contracts should be filed in a pocket folder with a corresponding reference from the logbook. All expenditures that come with a warranty or guarantee should be recorded in the logbook. Accordingly, this logbook and file will provide valuable information when future repairs or breakdowns occur.

2

*Summary of
Expenditure Levels*

For the purposes of this policy, parish construction and renovation projects fall into four (4) categories.

Level I – Projects less than \$15,000/\$30,000

Level II – Projects greater than Level I, less than \$100,000

Level III – Projects greater than \$100,000, less than \$250,000

Level IV – Projects greater than \$250,000

*Engineering and
Facilities Management
Office*

The Engineering and Facilities Management Office as well as other staff at the Pastoral Center are available to assist parish staff in planning projects and the financing of such projects. These offices can have the most impact when contacted at the very earliest stages of a project. One of the primary objectives of this policy is to impress upon the parishioner the importance of the early involvement of the Pastoral Center staff.

EXPENDITURE



LEVELS

LEVEL I

Smaller projects to renovate or repair existing facilities.

Financial Limits

Projects under \$15,000 for parishes with a total annual ordinary and extraordinary income of \$250,000 or less, or projects under \$30,000 for parishes with a total annual ordinary and extraordinary income greater than \$250,000.

The reason for a lower limit for our smaller parishes is simply because of the relative financial impact that a \$30,000 project may have on our smaller parishes.

Usually, Level I projects can be handled by the parish's operating budget or existing reserves. Because of their size, these projects are generally not complex. Accordingly, the decision to do these projects is an administrative decision and does not require diocesan approval. However, any projects involving an architect, engineer or liturgical consultant require consultation with the Engineering and Facilities Management Office before any work begins on the project.

To be considered a Level I project, the total expenditure for a specific project in one location of the facility cannot exceed the Level I limit, and cannot involve the services of an architect, engineer or liturgical consultant.

Required for Level I Construction Projects

The parish should follow sound practices of competitive bid selection. In addition, the parish and Diocese must be protected by using the pre-approved documents identified on page 15 under Construction and Renovation Contracts and Documents. The pre-approved documents may be obtained from the Engineering and Facilities Management Office.

The Office of Worship and Word must be contacted with regard to all projects involving worship space, including artistic design, organs, paintings, murals, statuary, stained glass or interior color changes, regardless of cost. Depending on the nature of the project, specific information will be requested as deemed necessary.

Please consult with the Engineering and Facilities Management Office on all of the following projects, regardless of size and submit an Expenditure Request:

- Construction of a new building or structure.
- Any projects involving an architect, engineer or liturgical consultant

(This will necessitate a contract that will require legal review.)

After completion of the construction or renovation project, the Final Inspection Report should be completed and signed by the pastor and contractor. All documents and any applicable warranties are to be retained in the parish file. *It is required that copies of all documents and warranties be forwarded to the Engineering and Facilities Management Office.*

For further information and contract forms regarding the above, contact the Engineering and Facilities Management Office.

LEVEL II

Projects involving substantial renovation or repair to parish facilities.

Financial Limit: Greater than Level I and less than \$100,000

Discussion

These projects are true capital expenditures and are not of the size that would be funded by a parish's operating budget. A parish may have existing reserves to handle a project of this size, or a parish may need to conduct a campaign to raise funds for a Level II project. Typically, these projects require the expertise of an architect or an engineer. Also, consultation with a liturgical consultant may be required if the project involves worship space. Because of their size and complexity, projects at this level must be reviewed by pastoral center staff prior to any work being completed.

No work can begin on a Level II project until an Expenditure Request is submitted to the Pastoral Center and a written report is issued from the Engineering and Facilities Management Office. The Engineering and Facilities Management Office will consult with the Vicar General and other pastoral center staff as necessary before their written report is issued.

Step-by-Step Procedures

4

Step 1

Pastor along with Pastoral Council identifies a need for a construction or renovation project as a result of pastoral planning. This process includes consultation with the Finance Council.

Step 2

Parish completes Expenditure Request form and submits the form to the Engineering and Facilities Management Office including a description of the project, as soon as the project has been identified.

Step 3

The Engineering and Facilities Management Office will contact the pastor to discuss project. Consideration is given at this time for the need of an architect, engineer or construction manager. Consideration is also given for the need for review by the Office of Worship and Word, the Office of Pastoral Life, and the Office of Catholic Schools.

Step 4

The Engineering and Facilities Management Office will notify the Vicar General's Office of the project and will forward the Expenditure Request to the Finance Office for review. The Finance Office will analyze the financial feasibility and provide the Engineering and Facilities Management Office with a written report. This report will consider the need for involvement by the Stewardship and Development Office.

Step 5

The Engineering and Facilities Management Office will issue a letter to the parish recommending whether or not the parish should proceed with the project.

Step 6

The Engineering and Facilities Management Office will assist the parish in identifying qualified contractors, or qualify contractors to bid on the project, and also offer assistance with preparing bid specifications. If necessary, the Engineering and Facilities Management Office will assist in reviewing bids and selecting a contractor.

Step 7

The Engineering and Facilities Management Office will prepare the contract and related documents which are to be forwarded to the parish. Once the parish obtains the contractor's signature, the signed documents will be forwarded to the Engineering and Facilities Management Office.

Step 8

Upon receipt of signed documents, the Engineering and Facilities Management Office will evaluate them to assure that there are no disclaimers, differential pricing, material changes and that all appropriate documents are included. These documents will then be forwarded to legal counsel if necessary. After review by legal counsel, the documents are returned to the Engineering and Facilities Management Office, which will forward the approved contract and documents to the parish. Attorney fees for the review of the contract are the responsibility of the parish.

Step 9

Upon receipt of the final approved documents, the pastor signs the documents and construction begins.

Step 10

The parish will submit a complete set of signed documents for the Engineering and Facilities Management Office file.

Change Orders

Change orders are to be used to increase or decrease the scope of the project (see Appendix K). Change orders that increase the cost of the project over \$5,000, individually or in the aggregate, must be approved by the Engineering and Facilities Management Office. The change order form must be signed by the Engineering and Facilities Management Office *before* the contractor is given authorization to proceed with extra work.

*Monitoring
Construction*

Construction is coordinated and monitored by the parish. The parish is responsible for making periodic reports to the Engineering and Facilities Management Office of the progress of the project. The Engineering and Facilities Management Office will periodically inspect the project as deemed necessary.

Final Inspection

Final inspection on all projects at this level are conducted by the pastor's representative, contractor, construction manager, if applicable, and the Engineering and Facilities Management Office representative before final payment is made to the contractor.

LEVEL III

Projects that involve substantial renovation or repairs to parish facilities or projects that include new construction.

Financial Limit: *Projects that cost more than \$100,000 but less than \$250,000*

Discussion

Because of their size and complexity, written permission is required of the Bishop or Vicar General to initiate a Level III project. Once a project has been identified, the pastor must notify the Engineering and Facilities Management Office by use of the Expenditure Request Report (see Appendix B). Upon receipt of the Expenditure Request, the Engineering and Facilities Management Office will consult with the Vicar General and forward the Expenditure Request to the pastoral center staff. No work or design may begin until written approval is received from the Bishop or Vicar General.

The following outlines the financial requirement for Expenditure Requests greater than \$100,000. All amounts are inclusive of a 10% contingency where applicable.

Project Range	Minimum Required Deposit with Catholic Institute	Maximum Funding by Catholic Institute
\$100,000 to \$249,999	65%	35%

6

Step-by-Step Procedures

Step 1

The Pastor along with the Pastoral Council identifies a need for a construction or renovation project as a result of pastoral planning. This process includes consultation with the Parish Finance Council.

Step 2

The Pastor completes the Expenditure Request form and submits the form to the Engineering and Facilities Management Office, including a description of the project, as soon as the project has been identified.

Step 3

The Engineering and Facilities Management Office will contact the pastor to discuss the project, confirm its scope of work, cost estimate and policy compliance. The need for an architect, engineer or construction manager may be considered at this time. The Engineering and Facilities Management Office will determine if the Office of Worship and Word, Office of Pastoral Life, or Office of Catholic Schools should be contacted to oversee some specific aspect in the project.

Step 4

The Engineering and Facilities Management Office forwards the Expenditure Request to the Finance Office for review. The Finance Office will analyze the financial feasibility and give a financial recommendation. If requested, the Stewardship and Development Office will provide fund-raising guidance and estimate the maximum amount which can be raised to fund the project.

Step 5

The Engineering and Facilities Management Office will forward all documents to the Vicar General. If approved, a letter granting the request to expend will be sent by the Bishop or Vicar General to the pastor.

Step 6

The Engineering and Facilities Management Office will assist the parish in identifying contractors that are approved to bid on the project, and also offer assistance with preparing bid specifications. If necessary, the Engineering and Facilities Management Office will assist in reviewing bids and selecting a contractor.

Step 7

The Engineering and Facilities Management Office will prepare the contract and related documents which are to be forwarded to the parish. Once the parish obtains the contractor's signature, the signed documents will be forwarded to the Engineering and Facilities Management Office.

Step 8

Upon receipt of the signed contracts and documents, the Engineering and Facilities Management Office will evaluate them to assure that there are no disclaimers, differential pricing, material changes, etc., and to assure all appropriate documents are included. The Engineering and Facilities Management Office will then forward them to legal counsel with comments. Legal counsel will review and return approved documents to the Engineering and Facilities Management Office for the Vicar General's signature. Attorney's fees for the review of the contract are the responsibility of the parish.

Step 9

The Engineering and Facilities Management Office sends the fully executed contracts and documents to the parish and construction begins. Signed contracts are retained in the pastor's, contractor's and Engineering and Facilities Management Office's files.

7

Change Orders

Change orders are to be used to increase or decrease the scope of the project (see Appendix K). Change orders that increase the cost of the project over 5 percent, individually or in the aggregate, must be approved by the Engineering and Facilities Management Office. The change order form must be signed by the Engineering and Facilities Management Office *before* the contractor is given authorization to proceed with extra work.

Monitoring Construction

Construction is coordinated and monitored by the parish. The parish is responsible for making periodic reports to the Engineering and Facilities Management Office at different stages of the project (25% complete, 50% complete, 75% complete and 100% complete). The Engineering and Facilities Management Office will inspect the project at various stages as deemed necessary.

Final Inspection

Final inspection on all projects at this level are conducted by the pastor's representative, the contractor, the construction manager, if applicable, and the Engineering and Facilities Management Office representative before final payment is made to the contractor.

LEVEL IV

Large projects generally considered to be strategic in nature and require long-range planning.

Financial Limit: All projects over \$250,000

Discussion

Written permission is required of the Bishop or Vicar General to initiate a Level IV project. The pastor must notify the Vicar General using the Needs Assessment Report (see Appendix C). Pastoral Center staff will conduct a preliminary review of the information in the Needs Assessment Report and make a recommendation as to whether the project should proceed. Once approved by the Vicar General, the parish will conduct a feasibility study. This study will provide refinement of the Needs Assessment and will include conceptual drawings.

Once conceptual drawings are prepared, the pastor should contact the Vicar General to request a meeting with the College of Consultors to review the project.

The following outlines the financial requirements of projects greater than \$250,000. All amounts are inclusive of a 10% contingency where applicable.

Project Range	Minimum Required Deposit with Catholic Institute	Maximum Funding by Catholic Institute
\$250,000 to \$999,999	70%	30%
\$1,000,000 and greater	80%	20%

Step-by-Step Procedures

Step 1

The pastor after appropriate consultation with the Pastoral Council and the Parish Finance Council, will notify the Vicar General of the proposed construction/renovation project in writing by use of the Needs Assessment Report form.

Step 2

The Vicar General will consult with the Bishop and then if approved, will forward the Needs Assessment Report to the appropriate Pastoral Center staff for their comment and analysis.

Step 3

The initial review by the appropriate Pastoral Center staff will be completed and submitted to the Engineering and Facilities Management Office. The Engineering and Facilities Management Office will compile the information and forward a report to the Vicar General.

Step 4

The Vicar General may instruct the pastor to proceed with a Feasibility Study, based upon the initial review by the Pastoral Center staff. The Vicar General may request the Office of Pastoral Life to work with the parish to provide guidance in preparing data for long-range planning. It may also be necessary for the parish to enlist the aid of a planning consultant or liturgical design consultant to complete this study.

Step 5

The pastor should establish a Parish Building Committee. The Parish Building Committee acts as an advisory body during design and construction of a project. The committee members do not have authority to negotiate with an architect or engineer. Only the pastor can negotiate with an architect or engineer. It is advisable that this committee consist of 4 to 6 experienced professionals familiar with design/construction. It is recommended that one member of the Parish Building Committee should be a member of the Parish Finance Council.

Step 6

The Engineering and Facilities Management Office can assist in the planning stage and suggest architectural candidates and review additional candidates recommended by the parish. It is recommended that the architect selected should be local. The Engineering and Facilities Management Office will prepare the necessary architect contract. The architect will be retained only to develop the Feasibility Study. The study will provide:

- Refinement of the Needs Assessment.
- Feasibility design and conceptual drawings.
- Complete preliminary itemized budget which includes the best detailed cost evaluation available at this time.

Step 7

The pastor will submit the completed Feasibility Study to the Vicar General and request a meeting with the College of Consultors for review. The Bishop receives the recommendations of the College of Consultors and indicates his response to the Vicar General. The Vicar General will then communicate the Bishop's position and any comments and/or suggestions for changes to the parish.

9

Step 8

Upon receipt of the letter from the Vicar General, the pastor in consultation with the Parish Building Committee is to hire an architect or engineer. The design architect will prepare detailed plans and cost estimates to reflect the soundness of the original scheme and Feasibility Study. The parish and architect in consultation with the Engineering and Facilities Management Office will submit plan specifications and construction estimates to the College of Consultors for their approval.

The College of Consultors and Engineering and Facilities Management Office will recommend approval in two different phases. They are:

- Completion of schematic design phase.
- Completion of design development and working drawings.

Step 9

Upon the authorization of the Vicar General, the bid process begins. Only qualified contractors may bid. The Engineering and Facilities Management Office can assist in qualifying contractors not previously approved.

Step 10

Upon receipt of bids, the pastor, the Parish Building Committee, the Engineering and Facilities Management Office and the architect will review them and then select one. If the contractor price exceeds the approved budget construction cost estimate, the pastor, Parish Building Committee, Engineering and Facilities Management Office and architect must modify the design and renegotiate the price until the budget is met. If the bid is within the approved budget, the pastor will contact the Engineering and Facilities Management Office to prepare the necessary construction contracts.

Step 11

The Engineering and Facilities Management Office will prepare the contract and related documents which are then forwarded to the parish. Once the parish obtains the contractor's signature, the signed documents will be forwarded to the Engineering and Facilities Management Office.

Step 12

Upon receipt of the signed contracts and documents, the Engineering and Facilities Management Office will evaluate them to assure that there are no disclaimers, differential pricing, material changes, etc., and to assure all appropriate documents are included. The Engineering and Facilities Management Office will then forward them to legal counsel with comments. Legal counsel will review and return approved documents to the Engineering and Facilities Management Office for the Vicar General's signature. Attorney's fees for the review of the contract are the responsibility of the parish.

Step 13

The Engineering and Facilities Management Office sends the fully executed contracts and documents to the parish and construction begins. Signed contracts are retained in the pastor's and the Engineering and Facilities Management Office's files.

Change Orders

Change orders are to be used to increase or decrease the scope of the project (see Appendix K). Change orders that increase the cost of the project over 5 percent, individually or in the aggregate, must be approved by the Engineering and Facilities Management Office. The change order form must be signed by the Engineering and Facilities Management Office *before* the contractor is given authorization to proceed with extra work.

Monitoring Construction

Construction is administrated, scheduled, coordinated and monitored by the parish and Parish Building Committee for quality workmanship, cost control and schedule completion. Status reports will be sent to the Vicar General and the Engineering and Facilities Management Office at various stages of completion of the project (25 percent complete, 50 percent complete, 75 percent complete, 100 percent complete). The Engineering and Facilities Management Office will attend construction meetings as deemed necessary.

Project Close-out

Prior to final payment a final walk-through with the pastor, the architect, and the Engineering and Facilities Management Office representative will take place to ascertain that the project has been completed in accordance with the construction documents. Only after this review will a certificate of substantial completion and owner acceptance be issued.

Document Retention

The parish and the Engineering and Facilities Management Office will retain in their files one complete set of all as built drawings, specifications, contracts and a complete list of all manufacturers' warranties.

POLICY



CONCERNS

OTHER BUILDING CONSTRUCTION, RENOVATION AND LEASING CONCERNS

Americans with Disabilities Act

The Americans with Disabilities Act "Public Law 101-336 of the 101st Congress" is known as the ADA. The Act exempts religious entities and organizations except for those provisions related to Title I, Public Employment and Title III, Accommodations.

Exceptions

A) Employment: You cannot discriminate in employment because a person is physically disabled.

B) Public Accommodation: When a church rents meeting space, which is not a place of worship, to a local community group or to a private, independent day care center, the ADA applies to the activities and space of the group if a lease exists and consideration is paid. In other words, if you rent to an outside group, the building space used will come under the law.

Pennsylvania Physically Handicapped Act

The Pennsylvania Act does not allow the Federal exemptions and takes precedent. This Act will impact any future new construction or renovation. You are not bound to update existing structures at this time unless renovation occurs. Renovation compliance will then depend on the extent of the work and the dollar value of the work to be done.

11

Please call the Engineering and Facilities Management Office if you have any questions regarding the Federal and State provisions as they apply to your buildings.

When making decisions regarding the ADA and the State law, please consider the overwhelming support in favor of the law by the Domestic Policy Committee of the United States Catholic Conference, National Catholic Office for Persons with Disabilities and the Pastoral Statement of the United States Catholic Bishops on People with Disabilities.

Asbestos

Demolition and Renovation of Buildings

On projects involving remodeling of existing spaces, consideration must be given early in the process as to any potential asbestos abatement liabilities.

Asbestos abatement can have a substantial impact on project costs. Therefore, the parish must consult with the Engineering and Facilities Management Office to determine the actual amount of building surfaces that will be disturbed, the asbestos status of these surfaces and any need for inspection, testing and remedial action.

If areas are found to contain asbestos, notification to authorities must be made prior to commencement of any demolition or renovation that will disturb this material. Abatement work must be done by an approved state licensed contractor to ensure emission control, containment of the material, proper waste transport and disposal. All procedures and contracts must be approved by the Engineering and Facilities Management Office.

Multipurpose Space

When developing or renovating space, consider the needs of adults who gather in small groups. One or more multipurpose areas or rooms can accommodate meetings, gatherings and socials for groups ranging from fifteen to fifty persons. Ideally, this space should be away from regular traffic patterns, and be designed to suit the formal and informal needs of those who gather. Such groups might include pastoral or finance council meetings, RCIA sessions, small faith sharing groups, bereavement groups, in-service meetings for catechists, marriage preparation gatherings, staff planning days, church committees, etc.

The design and furnishings of such space should give special attention to the following: adaptable lighting, comfortable and flexible seating, moveable tables or work spaces, a small kitchen or facility for preparation of light refreshments, media availability (TV, VCR, chalk board, screen or even a computer terminal), pleasant decor in carpeting, wall covering, and art works, and close proximity to rest rooms.

As in all building design, care must be taken to meet the accessibility needs of those with disabilities.

Request for Alienation of Property Transactions

A special form is submitted to the Vicar General to request permission to sell, lease, license, assign, transfer, donate, raze, exchange, barter, grant right-of-way or easement, or otherwise alienate ecclesiastical property in accordance with Canons 1290, 1291 and 1292 and the Diocesan statutes. The Engineering and Facilities Management Office will assist in coordinating appraisals, realtors, legal reviews and submissions. All transactions will be reviewed by the Engineering and Facilities Management Office to determine if you will have any asbestos or environmental liabilities. See Request For Alienation of Property Transactions - Appendix D and Environmental Review Questionnaire - Appendix M.

Sale of Property – When a parish is selling property, the necessary forms are sent to the Vicar General and then forwarded to the Engineering and Facilities Management Office and the Finance Office for review. Once reviews have been completed and the parish has received approval to proceed with the transaction, the Engineering and Facilities Management Office is primarily responsible for expediting the preparation of the sales agreement, deed and other necessary documents. **The Bishop MUST sign all documents.** Once the documents are prepared, there should be a minimum of two days notice in order to obtain the Bishop's signature. The documents should be delivered to the Engineering and Facilities Management Office. The Engineering and Facilities Management Office will obtain the Bishop's signature.

Purchase of Property- When a parish is purchasing property, the necessary forms are sent to the Vicar General and then forwarded to the Engineering and Facilities Management Office and Finance Office for review. Once reviews have been completed and the parish has received approval to proceed with the transaction, the Engineering and Facilities Management Office will primarily be responsible for expediting the preparation of the sales agreement, deed and other necessary documents. **The Bishop MUST sign all documents.** Once the documents are prepared, there should be a minimum of two days notice in order to obtain the Bishop's signature. The documents should be delivered to the Engineering and Facilities Management Office. The Engineering and Facilities Management Office will obtain the Bishop's signature.

Leasing Space

When your parish enters into an agreement with a tenant for a long-term usage of parish facilities, a written lease must be drafted. The Engineering and Facilities Management Office can assist in developing rental rates and preparing the appropriate diocesan approved lease.

Examples of situations where the parish requires a lease:

- The convent is rented as a residence belonging to a religious order.
- Space is rented in the school to be used as a non-parish operated day care or learning center.
- Office space is being rented in the parish rectory, school or convent to a non-diocesan organization.
- Leasing apartments as private residences.

13

Emergency Repairs

On an emergency repair over Level I, a telephone call to both the Engineering and Facilities Management Office and the Insurance Office at (724) 836-3247, must be part of the initial step. The Engineering and Facilities Management Office and the Insurance Office can assist the pastor in securing a contractor and coordinating the emergency efforts. If time permits, the Engineering and Facilities Management Office will assist in proper bidding procedures, contracts and scheduling. The parish will keep the Vicar General informed on the status of the emergency.

The Expenditure Request, with supporting information, must be completed and submitted to the Engineering and Facilities Management Office as soon as possible.

Bonding

Performance Bonds are used to provide the money necessary to complete a project if the general contractor defaults and is not able to complete the project. The performance bond is intended to protect the owner of the project against the default of the general contractor prior to completion of the work.

Payment Bonds are used to provide a remedy for unpaid subcontractors, suppliers and laborers. While payment bonds are most important to these types of claimants, they are important to the owner as well, to avoid lien claims, or stoppage in work if the subcontractors and suppliers become concerned about the general contractor's ability to pay for the service or material provided.

Bid Bonds guarantee that the successful bidder will enter into a contract with the owner and will be able to post the appropriate security in the form of performance and payment bonds. In that sense, bid bonds are a form of a very limited performance bond since all they accomplish is to tell the owner that the contractor is “bondable.” Damages under a bid bond will typically be the difference between the principal’s bid and the next highest bidder. However, damages may also include delay damages, depending on the bond language.

Volunteer Work

When any construction, renovation or on-going maintenance work is performed by a volunteer at a parish, a *Parish Volunteer Agreement* **MUST** be signed and maintained in the parish file **prior** to commencement of work. Forms can be obtained at the Engineering and Facilities Management Office. See Appendix N.

CONTRACTS



DOCUMENTS

CONSTRUCTION AND RENOVATION CONTRACTS AND DOCUMENTS

Purpose of Documents

Level I projects must use pre-approved contracts and forms, Appendix E through L.

Level II projects (\$30,000 to \$100,000) must use pre-approved contracts and forms, Appendix A and Appendix E through L. (Engineering and Facilities Management Office will prepare.)

Level III projects (\$100,000 to \$250,000) must use pre-approved contracts and forms, Appendix B and Appendix F through L. (Engineering and Facilities Management Office will prepare.)

Level IV projects (over \$250,000 and exceptions as described in Level IV) must use pre-approved contracts and forms, Appendix C and Appendix G through L. (Engineering and Facilities Management Office will prepare.)

APPENDICES

Appendix A Expenditure Request

All requests for expenditure *Level II* are to be made on this Diocesan form.

Appendix B Expenditure Request

All requests for expenditure *Level III* are to be made on this Diocesan form.

Appendix C Needs Assessment Report

On Level IV projects, the Needs Assessment Report is to be used. The Needs Assessment Report is first sent to the Vicar General.

Appendix D Request For Alienation of Property Transactions

This form is to be used for requesting permission to sell, lease, license, assign, transfer, donate, raze, exchange, barter, grant right-of-way or easement, or otherwise alienate ecclesiastical property, in accordance with Canons 1290, 1291 and 1292 and the Diocesan statutes.

Appendix E Pre-Approved Construction Contract

All agreements to \$100,000 should use this contract unless otherwise instructed by the Engineering and Facilities Management Office to use the long form Diocesan construction agreement.

Appendix F Indemnification of Owner – Insurance Certificate

This agreement helps to protect your parish and the Diocese against unwarranted claims or lawsuits.

Appendix G
No Lien Agreement

This is a statement by the contractor that he will not place a lien on any Diocesan property to satisfy payment of any of the contractors, or those of his lower tier subcontractors and suppliers, should the contractor default on the contract.

Appendix H
Certification Against
Asbestos

All contracts with architects, construction managers, project engineers or contractors shall have attached or contain the following certification pursuant to EPA 40 CFR Part 763.99, "No Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document for the building or, to the best of my knowledge, no ACBM was used as a building material in the building."

Appendix I
Certificate of
Insurance

The additional insured endorsement is prepared by the contractor's insurance agent and verification is made by a certificate. The agent will forward the verification certificate either to the parish or to the contractor. All Certificates of Insurance as required must be furnished to the parish before the commencement of any work. Certificates must provide that the insurance company(ies) give the owner thirty (30) days written notice of any change, cancellation or termination of the policies.

All construction contracts are to be accompanied by the required additional insured endorsement that names the Bishop and the Diocese as additional insured. See Appendix I. This endorsement is made part of the Certificate of Insurance and is added to the certificate by the contractor's insurance agent.

Appendix J
Insurance and Bond
Requirements

Amounts and types of insurance required by contractors and professionals will be found in this Appendix.

Appendix K
Change Order

The Change Order is to be used and approved by the parish on Level II projects up to \$5,000. Change Orders over \$5,000 must be approved by the Engineering and Facilities Management Office prior to commencement of work. On Level III and IV projects, the Change Order is to be used and approved by the parish up to 5% of the contract amount. Change Orders over 5 percent, individually or in the aggregate, of the contract amount must be approved by the Engineering and Facilities Management Office prior to the commencement of work.

Appendix L
Final Inspection
Report

The Final Inspection Report is to be used by the parish and retained in its file on Level I projects. On Levels II, III and IV, the Final Inspection Report will be completed by the Engineering and Facilities Management Office as directed by policy.

Appendix M
Environmental Review
Questionnaire

This form is to be completed by the current property owner for any property to be purchased, or accepted as a donation, by the Diocese prior to entering any agreement of purchase or acceptance. This questionnaire is given to the current owner who will complete and return it to the Services and Facilities Office for review and approval.

Appendix N
Parish Volunteer
Agreement

When any volunteer work is performed at a parish, the *Parish Volunteer Agreement* **MUST** be signed and maintained in the parish file **prior** to commencement of work.

APPENDICES



Diocese of Greensburg

**EXPENDITURE REQUEST
LEVEL II**

Projects over Level I to \$100,000

PASTORAL CENTER USE ONLY	
Received	
Engineering/Facilities Management:	_____
Finance Office:	_____
Engineering/Facilities Management:	_____
Notice Sent:	_____
Vicar General Notified:	_____

We, the undersigned

_____ PA.,
Parish _____ City _____

hereby request permission to expend the sum of \$ _____

for the purpose of _____

Present Financial Condition as of (current date) _____

Current Church Checking Account Balance.....\$ _____
Other Checking (specify)\$ _____

Method of Financing this Project:

From Current Funds.....\$ _____
By a Special Campaign (Specify).....\$ _____
From Institute Reserve.....\$ _____
By Institute Loan.....\$ _____
From Parishioners Memorial/Pledges.....\$ _____
From CSC Refund\$ _____
Other (Specify).....\$ _____

TOTAL PROJECT\$ _____

We verify that the sum stated will fully cover the total cost of the work and that every possible expenditure is contained in our estimate, including cost of all architect's fees, decorations, and furnishings (such as pews, altars, heating and plumbing fixtures), or external improvements such as roadways, walks and landscaping. If construction involved, a 10% contingency fee is included.

Pastor's Signature

Date

(Must have signatures from at least 3 members of the Parish Finance Council along with a signature of the Recorder from the Pastoral Council.)

PARISH FINANCE COUNCIL

Pastoral Council - Recorder

PLEASE MAIL COMPLETED FORM TO ENGINEERING AND FACILITIES MANAGEMENT OFFICE.

EXPENDITURE REQUEST LEVEL III

Projects over \$100,000 to \$250,000

We, the undersigned

PASTORAL CENTER USE ONLY	
Received	
Engineering/Facilities Management:	_____
Finance Office:	_____
Engineering/Facilities Management:	_____
Notice Sent:	_____
Vicar General Approval:	_____

Parish _____

City _____

PA., _____

hereby request permission to expend the sum of \$ _____

for the purpose of _____

Present Financial Condition as of (current date) _____

Current Church Checking Account Balance.....\$ _____
 Other Checking (specify)\$ _____

Method of Financing this Project:

From Current Funds.....\$ _____
 By a Special Campaign (Specify).....\$ _____
 From Institute Reserve.....\$ _____
 By Institute Loan.....\$ _____
 From Parishioners Memorial/Pledges.....\$ _____
 From CSC Refund.....\$ _____
 Other (Specify).....\$ _____

TOTAL PROJECT.....\$ _____

We verify that the sum stated will fully cover the total cost of the work and that every possible expenditure is contained in our estimate, including cost of all architect's fees, decorations, and furnishings (such as pews, altars, heating and plumbing fixtures), or external improvements such as roadways, walks and landscaping. If construction involved, a 10% contingency fee is included.

Pastor's Signature

Date

(Must have signatures from at least 3 members of the Parish Finance Council along with a signature of the Recorder from the Pastoral Council.)

PARISH FINANCE COUNCIL

Pastoral Council - Recorder

PLEASE MAIL COMPLETED FORM TO ENGINEERING AND FACILITIES MANAGEMENT OFFICE.

DIOCESE OF GREENSBURG

**NEEDS ASSESSMENT REPORT
LEVEL IV**

Projects over \$250,000

PASTORAL CENTER USE ONLY	
	Received
Vicar General:	_____
Engineering/Facilities Management:	_____
Finance Office:	_____
Engineering/Facilities Management:	_____
Notice Sent:	_____
Vicar General Approval:	_____

We, the undersigned

_____ PA,
Parish City

hereby submit our Needs Assessment Report for the following project:

- New Construction
 Renovation
 Maintenance

Description and scope of project is to include specific needs. Please use separate page if necessary.

How will you finance the project?

Where is your parish now and where do you expect to be statistically in five years?
(Include such information as Baptisms, Confirmations, Families, Ordinary/Extraordinary
Income/Expense, Population Expansion, New Industry)

PLEASE MAIL COMPLETED FORM TO THE VICAR GENERAL'S OFFICE

What long-term effect will the answers to the last question have on your parish?

What additional facility activities and needs are anticipated in the future?

Are present spaces suitable or unsuitable for these needs?

What facility should be added or expanded to accommodate these needs? (If applicable)

What consideration has been given to meeting the needs through collaboration with other parishes in the region?

The following are our parish's greatest strengths/weaknesses:

Other comments?

INFORMATION TAKEN FROM LATEST ANNUAL REPORT DATED 6/30/ _____

- A. Total Ordinary Income (No. 2)*\$ _____
- B. Total Ordinary Expense (No. 6)*\$ _____
- C. Surplus or (Deficit) (A. minus B.)..... \$ _____
- D. Total Ordinary & Extraordinary Income (No. 5)*\$ _____
- E. Total Ordinary & Extraordinary Expense
(No. 9)* \$ _____
- F. Unpaid bills or assessments from last year.
(Taken from Schedule VI of
Annual Report)* \$ _____
- G. Total of E. & F.\$ _____
- H. Surplus or (Deficit) (D. minus G.)\$ _____

* Number corresponds to the number on the Annual Parish Report

SEE INSTRUCTIONS ON NEXT PAGE:

PRESENT FINANCIAL CONDITION AS OF (current date) _____

Current Church Checking Account Balance	\$ _____
Other Checking (specify)	\$ _____
Catholic Institute Reserve	\$ _____
Other Investments (provide detail on back of form)	\$ _____
Total Cash and Reserves.....	\$ _____
Less: Catholic Institute Debt	\$ _____
Current Unpaid Bills	\$ _____
Other Debts (include lease balances)	\$ _____
Total Debts	\$ _____
Current Surplus or (Deficit) condition.....	\$ _____

INFORMATION TAKEN FROM LATEST ANNUAL REPORT DATED 6/30 _____

Number Of Families In Parish _____

Annual Per Family Giving (Ordinary Income per Families)	\$ _____
Debt Obligation Per Family	
Present Institute Debt	\$ _____
New Debt Per This Request	\$ _____
Total Debt	\$ _____
Total Debt Payments	\$ _____
Total Reserve Additions	\$ _____

Debt Per Family

METHOD OF FINANCING THE PROJECT	
Total Project	\$ _____
From Current Funds	\$ _____
By a Special Campaign (Specify)	\$ _____
From Institute Reserve	\$ _____
By Institute Loan	\$ _____
From Parishioners Memorials/Pledges	\$ _____
From CSC Refund	\$ _____
Other (Specify)	\$ _____
TOTAL	\$ _____

_____	_____
Pastor/Administrator	Date
_____	_____
Pastoral Council Representative	Date
_____	_____
Parish Finance Council Representative	Date

INSTRUCTIONS FOR COMPLETING THE "PRESENT FINANCIAL CONDITION" SECTION

Current Church Checking Account Balance:

Enter the checkbook balance as of the current date of your request.

Other Checking Accounts' Balances:

Enter the checkbook balances of other bank accounts available for funding this request.

Catholic Institute Reserve:

Enter the latest balance from the last reserve statement received.

Other Investments:

Enter the current value of all savings accounts, certificates of deposit, bonds, stocks and other investments. Attach a detailed listing.

Catholic Institute Debt:

Enter the current total balance(s) due from the last Loan Statement received.

Current Unpaid Bills:

Enter the total currently due suppliers and others for all invoices including past due balances owed.

Other Debt Obligations:

Enter the total unpaid balances of any lease agreements, promissory notes, construction contracts, or other debt obligations with financial institutions.

Environmental Issues:

The EPA Federal Ruling 40 CFR, Part 61 mandates that any demolition or renovation of at least 260 linear feet of pipes or 160 square feet of facility components will require prior inspection by a competent asbestos inspector to determine if any of the areas to be disturbed contain asbestos. Please contact the Engineering and Facilities Management Office for assistance.

DIOCESE OF GREENSBURG

**REQUEST FOR
ALIENATION OF
PROPERTY TRANSACTIONS**

PASTORAL CENTER USE ONLY	
Received	
Vicar General:	_____
Engineering/Facilities Management:	_____
Finance Office:	_____
Engineering/Facilities Management:	_____
Vicar General Approval:	_____

We, the undersigned

_____ PA.,
Parish _____ City _____

hereby request permission to _____ for the sum of \$ _____
(purchase, sell, lease, raze, grant easement, etc.)

per _____, for the period from _____ to _____,
(month/year)

the property known as _____ to the following
person(s) or organization

(name/address)

Reason for transaction:

TOTAL MARKET VALUE, IF APPLICABLE (SEE ENCLOSED APPRAISAL)

THIS FORM IS TO BE USED FOR REQUESTING PERMISSION TO SELL, LEASE, LICENSE, ASSIGN, TRANSFER, DONATE, RAZE, EXCHANGE, BARTER, GRANT RIGHT-OF-WAY OR EASEMENT, OR OTHERWISE ALIENATE ECCLESIASTICAL PROPERTY, IN ACCORDANCE WITH CANONS 1290, 1291 AND 1292 AND THE DIOCESAN STATUTES.

PLEASE MAIL COMPLETED FORM TO THE VICAR GENERAL'S OFFICE.

ALL LEGAL DOCUMENTS FOR THIS TRANSACTION MUST BE APPROVED BY THE DIOCESAN ATTORNEY BEFORE THEY ARE SIGNED.

PLEASE CHECK WHICH OF THE FOLLOWING TYPES OF TRANSACTIONS IS INVOLVED. ON A SEPARATE SHEET, SUPPLY THE INFORMATION REQUESTED, USING THE NUMBERS INDICATED.

I___ TO SELL REAL ESTATE OR TO GRANT AN OPTION ON REAL ESTATE:

1. Give the street number and Lot and Block Number of the property.
2. Give the Deed Book Volume and Page Number of the property.
3. Give the name, address and telephone number of the buyer/optionee.
4. Give the proposed closing date.
5. Give the general description of the real estate.

II___ TO GRANT A RIGHT OF WAY OR EASEMENT:

1. Give the street number and Lot and Block Number of the property.
2. Give the Deed Book Volume and Page Number of the property.
3. Give the name, address and telephone number of the party seeking the right of way.
4. Attach a map, drawing or survey of proposed right of way.

III___ TO ACCEPT A DONATION OF REAL ESTATE:

1. Give the street number and Lot and Block Number of the property.
2. Give the Deed Book Volume and Page Number of the property.
3. Give the name, address and telephone number of the donor.
4. Describe any special conditions or contingencies of this gift.
5. Give the assessed value of this property.

IV___ TO LEASE OR LICENSE PARISH PROPERTY

1. Give the street number and Lot and Block Number of the property.
2. If only a part of premises is to be leased/licensed, identify the same specifically, e.g., room number(s).
3. Give the name, address and telephone number of the lessee/licensee.
4. Give the starting and ending dates of the lease/license and indicate if this is a new lease or a renewal. Give the annual lease amount, \$ _____.
5. Describe the use to which the leased/licensed premises will be put.
6. List the days and hours of operation of the leased/licensed activity.
7. Describe any special provisions regarding the payment of utilities or the maintenance of the property.

V___ TO DEMOLISH OR RAZE BUILDINGS

The EPA Federal Ruling 40 CFR, Part 61 mandates that any demolition or renovation of at least 260 linear feet of pipes or 160 square feet of facility components will require PRIOR inspection by a competent asbestos inspector to determine if any of the areas to be disturbed contain asbestos.

1. Give the street address and identification of the building to be demolished.
2. Give the name, address and telephone number of the demolition contractor.
3. Describe the amount of time which will be given to the contractor for the demolition.

VI___ TO GRANT PERMISSION TO REMOVE GAS, OIL, COAL OR TIMBER.

1. Give the street number and Lot and Block Number of the property.
2. Give the name, address and telephone number of the contractor.
3. Attach a copy of the proposed contract including dates, fees and other pertinent provisions.
4. Supply proof of contractor's liability and workers' compensation insurance coverage

If a sale of property:

Original Purchase/Construction Price (if available)\$ _____

Subsequent Improvements Made (if known)\$ _____

Current Assessed Value*\$ _____

Current Market Value\$ _____

Was Property Previously Leased?\$ _____

* If for property tax purposes this value exceeds \$50,000.00, a professional appraisal is required.

Pastor's Signature

Date

PARISH FINANCE COUNCIL

PASTORAL COUNCIL

(Must have signatures from council members)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED

COMMENTS

AGREEMENT

Made this ____ day of _____, 20____ between

the Owner, The Most Reverend Anthony G. Bosco, Bishop of the Roman Catholic Diocese of
Greensburg and Trustee for the Roman Catholic Congregation of

The Contractor: _____

The Project: _____

Job #: _____

The Architect: _____

Contract Price: _____

The Owner and the Contractor agree as set forth below:

ARTICLE 1
THE CONTRACT DOCUMENTS

1.1 The Contract Documents for this contract consist of this Agreement and any Exhibits attached hereto, any Conditions of this Agreement (General, Supplementary and other Conditions); the Drawings, the Specifications and all Addenda as indicated on Schedule A; and all Modifications issued after Execution of this Agreement and agreed upon by the parties to this Agreement. These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

1.2 This Agreement and the Plans, Specifications, General Conditions, Special Conditions, and Addenda, herein above mentioned are referred to as the "Contract Documents." The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Project and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Owner, or of any of its officers, agents, servants or employees.

ARTICLE 2
THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents in strict accordance therewith for:

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Agreement shall be commenced on _____, 20____, and, subject to authorized adjustments, shall be substantially completed not later than _____, 20____.

3.2 Time is of the essence regarding the Work to be performed under this Agreement.

3.3 No extension of time will be valid without the Owner's written consent after claim by the Contractor in accordance with Paragraph 9.2.

ARTICLE 4
THE CONTRACT SUM

4.1 The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions authorized pursuant to Paragraph 9.8, the Contract sum of _____ DOLLARS (\$_____). The Contract Sum is determined as follows: Lump Sum

ARTICLE 5
PAYMENTS

5.1 Based upon Applications for Payments submitted to the Architect and/or Owner by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- 5.3 Submission of a request for payment is to be made to the Architect/Owner on the first of each month. The Owner shall make payment to the Contractor not later than the 30th day of the month. If an Application for Payment is received by the Architect/Owner after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect/Owner receives the Application for Payment.
- 5.4 The Owner will withhold retainage of ten (10%) percent from each progress payment.
- 5.5 A Certificate for Payment, a Progress Payment, or use/occupancy of the Project by Owner shall not constitute acceptance of the Work.

ARTICLE 6 FINAL PAYMENT

- 6.1 Final payment constituting the entire unpaid balance of the Contract Sum shall be made within 60 days after the last of the following occurs:
- .1 Full completion of the work by Contractor;
 - .2 Final acceptance of the Work by the Architect/Engineer and/or Owner;
 - .3 The delivery of all guarantees, warranties, bonds, instruction manuals or as-built drawings;
 - .4 The demonstrations of any equipment or system;
 - .5 The resolution of any Arbitration related to the Contractor's Work; and
 - .6 Evidence satisfactory to the Owner that all payrolls, bills for the materials and equipment, and all known indebtedness connected with the Contractor's work have been satisfied.
- 6.2 Acceptance of final payment by the Contractor shall constitute a waiver of all claims which the Contractor has or may have against the Owner.

ARTICLE 7 INSURANCE

- 7.1 Prior to starting work, the Contractor shall obtain and maintain while performing the work hereunder the following minimum insurance coverage plus any additional insurance coverage required by the Contract Documents:
- .1 Workmen's Compensation Insurance with Policy Limit of \$1,000,000.00;
 - .2 Comprehensive General Liability Insurance to include coverage for Products/Completed Operations Liability and Contractual Liability with a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00;
 - .3 Automobile Liability Insurance (owned, non-owned and hired) with a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00.
- 7.2 The Contract shall name the Owner as an additional insured under the Comprehensive General Liability and Automobile Liability Insurance Policies identified in Paragraph 7.1.
- 7.3 The Contractor shall furnish certificates of insurance to the Owner prior to starting work on this Project.

ARTICLE 8 WORKING CONDITIONS

- 8.1 Dust protection and barriers must be provided by Contractor.
- 8.2 Owner can stop work due to conflict of construction activities and the activities of the Owner.
- 8.3 Access to site is 7:00 a.m. to 5:00 p.m. These standard working hours cannot be exceeded without prior written permission from the Owner.

GENERAL CONDITIONS

ARTICLE 9 CONTRACTOR

- 9.1 **Rights and Responsibilities:**
- 9.1.1 The Contractor shall neither assign this Agreement nor subcontract the whole of this Agreement without the prior written consent of the Owner. The Contractor shall not assign any amounts due or to become due under this Agreement without the prior written consent of the Owner.

9.2 **Execution and Progress of the Work:**

9.2.1 The Contractor shall advise the Owner within three (3) days in writing of any delays it becomes subject to during the progression of this Work.

9.2.2 The Contractor, shall upon request, promptly submit a detailed schedule of the Contractor's Work to the Owner and/or provide updated schedules.

9.2.3 The Contractor shall cooperate with the Owner in scheduling and performing his Work to avoid conflict or interference with the work of others.

9.2.4 The Contractor shall promptly submit complete shop drawings, samples, catalog cuts, etc. for Owner and/or Architect/Engineer approval so as to not cause delay in the progress of his Work or the work of others.

9.2.5 As-built drawings and operating/maintenance documentation for equipment are to be furnished by the Contractor for the Owner's records.

9.2.6 The Contractor shall have sole responsibility for protecting any materials, tools or equipment required for the performance of his Work from theft, vandalism, loss, fire, water or other damage.

9.2.7 The Contractor agrees to attend all scheduled meetings related to his Work and will be responsible for the content of these meetings.

9.2.8 The Contractor is responsible for the delivery, unloading and handling of any materials or equipment required in the performance of his work.

9.2.9 The Contractor agrees that all work shall be done subject to the final approval of the Architect/Engineer and/or Owner. The Owner's decision in matters relating to artistic effect shall be final.

9.2.10 The Contractor shall perform all cutting and patching of existing and new construction that may be required to perform his portion of the Work. With respect to new construction, the Work of the Contract shall be coordinated with other trades to keep cutting and patching to a minimum.

9.2.11 The Contractor shall pay for all materials, equipment and labor used in, or in connection with, the performance of this Agreement by the Contractor before using any portion of the payments from the Owner for any other purpose. The Contractor, upon request by Owner, shall furnish sufficient evidence of such payment to verify compliance with the above requirements.

9.2.12 Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of the Contractor to so notify the Owner in writing within three (3) working days of the Contractor's discovery thereof. Upon receipt of said notice, the Architect/Engineer and/or Owner shall instruct the Contractor as to the measures to be taken and the Contractor shall comply with the instructions of the Architect/Engineer and/or the Owner.

9.3 **Laws, Permits, Fees and Notices:**

9.3.1 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Contractor's Work.

9.3.2 The Contractor shall comply with Federal, State, and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Contract.

9.3.3 The Contractor warrants that in its performance of this Agreement, it will comply with all applicable provisions of the Fair Labor Standards Act of 1938, all amendments thereto, and all lawful regulations of that Act.

9.4 **Work of Others:**

9.4.1 In carrying out his Work, the Contractor shall take necessary precautions to properly protect the finished work of other trades from damage caused by the Contractor's operations.

9.4.2 The Contractor shall cooperate with the Owner and shall participate in the preparation of coordinated drawings in areas of potential conflict or congestion as required by the Contract Documents, specifically noting and advising the Owner of any such potential interference.

9.5 **Safety Precautions and Procedures:**

9.5.1 The Contractor shall take all reasonable safety precautions with respect to his Work, shall give notices and fully comply with all applicable laws, ordinances, rules, regulations and order of any public authority bearing on safety of persons or property or their protection from damage, sickness, disease, injury or loss. The Contractor shall report to the Owner within three (3) days any injury to any of the Contractor's employees at the site.

9.5.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other hazardous material which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor.

9.6 Cleaning Up:

9.6.1 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish arising out of Work of this Agreement. In the event the Contractor fails to periodically remove his waste materials and rubbish to designated disposal locations, the Owner may act upon two (2) days' written notice of non-compliance and initiate such cleanup as required. Costs of this effort shall be deducted from any amounts due or to become due the Contractor.

9.7 Warranty:

9.7.1 The Contractor warrants to the Owner, that all materials and equipment furnished shall be new unless otherwise specified, and that all Work under this Agreement shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any warranty provided for in the Contract Documents, the Contractor hereby guarantees and warrants its work to be free from defects for the period of one year from the date of Substantial Completion. The Contractor agrees to cure any work which proves defective during the warranty period without cost to the Owner. The warranty provided in this Article 9.7 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

9.8 Changes in the Work:

9.8.1 The Contractor may be ordered in writing by the Owner, without invalidating this Agreement, to make changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of any claim for adjustment to the Contract Sum (including a detailed cost breakdown with quantities) and Contract Time for such revised Work in a manner consistent with the Contract Documents. This claim shall include a combined overhead and profit consideration of not more than 15 percent. Unless otherwise stated in the Contract Documents, credits or portions of the Work deleted from the scope of this Agreement shall be consistent with the actual cost of materials, labor, equipment or unit pricing of the whole. No claim for lost profits may be made for deleted work.

9.8.2 Work which is authorized to be done on a time and materials basis shall allow a maximum combined overhead and profit consideration of 15 percent and must be verified by invoices, time sheets and any other documentation which the Owner may reasonably require to establish the actual cost of the Work.

9.8.3 The Contract Price may only be adjusted by written Change Order signed by the Owner.

9.9 Claims of the Contractor:

9.9.1 The Contractor shall make all claims in writing to the Owner within twenty (20) days for additional cost, extensions of time or other causes in accordance with the Contract Documents. Any such claim which will affect or become part of a claim which the Contractor is required to make under the Contract Documents within a specified time period or in a specified manner shall be made in sufficient time to permit the Owner to satisfy the requirement of the Contract Documents. Failure of the Contractor to make a timely claim shall operate as a waiver of the claim.

9.9.2 The Owner shall not be liable to the Contractor for any damages incurred by the Contractor as a consequence of delays or disruptions caused by the Owner or any person or entity not a party to this Agreement unless and to the extent that the Owner has first recovered on behalf of the Contractor from said person or entity. This recovery, and any time extension approved by the Owner, shall be the Contractor's sole and exclusive remedy for these damages.

9.10 Indemnification:

9.10.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and all of their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Contractor's Work under this agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

9.10.2 In any and all claims against the Owner or the Architect, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under the Paragraph 9.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.11 Title:

9.11.1 The Contractor warrants that the title to all equipment and material furnished by it in connection with its performance of this Agreement shall be full, good, valid, clear and unencumbered and that its transfer thereof to the Owner is rightful.

9.12 Mechanic's Liens:

9.12.1 Contractor shall neither file nor permit to be filed any mechanic's liens or claims by it, its subcontractors, materialmen, suppliers, laborers or any third parties whatsoever acting through or under it or any of its subcontractors, materialmen, suppliers and/or laborers against the real estate of Owner or structures or improvements thereon for any work whatsoever, including material, labor, tools,

equipment and other services pursuant to this Agreement. Contractor shall be responsible for obtaining the waiver and relinquishment of the right of any of its laborers, suppliers, materialmen, subcontractors and any of their laborers, suppliers, materialmen, and subcontractors and any and all other third parties to file or maintain any mechanic's liens or claims against the real estate of Owner or structures or improvements thereon of both. Full release of liens shall be furnished by the Contractor prior to performing any Work under this Agreement. The Contractor shall defend, indemnify and hold harmless the Owner from and against any lien or claim filed or made by any third person or firm on account of alleged non-payment of labor, materials, or services furnished or performed as part of the Work, and the Contractor waives the right to file or maintain such liens itself or for the benefit of its subcontractors or suppliers. The Contractor shall promptly discharge or remove any such lien or claim by coding, payment or any other means necessary without any cost to the Owner, including attorneys fees.

9.13 Assignment of Rights to Tax Refund:

9.13.1 The Contractor agrees to assign and transfer to the Owner all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this Agreement. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment.

9.13.2 Contractor agrees to have all of its Subcontractors comply with the requirements of Subparagraphs 9.13.1, and to include this Subparagraph, in full, in all subcontract agreements.

ARTICLE 10 OWNER

10.1 Rights and Responsibilities:

10.1.1 All Work performed hereunder shall be subject at all time to the inspection and approval of the Owner by his representatives. Inspections by said representative shall be on a timely basis and shall not interfere with the performance of the Contractor.

10.1.2 Any tools, equipment, scaffolds, ladders and similar items and all materials and building supplies of the Owner leased to or used by the Contractor shall be leased or used by the Contractor in an "as is" condition without any warranty, express or implied, by the Owner and the Contractor agrees to assume all risk for injury to person or property from all causes in connection with the use or operation of same and further agrees to hold the Owner harmless from any and all claims arising out of or made in connection with the use or operation of same.

10.2 Owner's Remedies:

10.2.1 If the Contractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work, or it fails to make prompt payment for its workers, Subcontractors or suppliers, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of any provision of this Agreement, and fails within three (3) working days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies. In such case an appropriate Modification shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. The amounts charged to the Contractor are subject only to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall promptly pay the difference to the Owner. However, if such action is based upon faulty workmanship or materials and equipment, the Architect shall first have determined that the workmanship or materials and equipment are not in accordance with the Contract Documents.

ARTICLE 11 ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof having a value of less than Seventy-Five Thousand (\$75,000.00) Dollars, shall be decided by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association as applied in the Commonwealth of Pennsylvania then obtaining unless the parties mutually agree otherwise.

11.2 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12 SUSPENSION AND TERMINATION

12.1 The Owner may, without cause, order the Contractor in writing to terminate, suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If the Owner terminates the work, the Contractor shall submit its termination claim within thirty (30) days of such notice of termination by the Owner. The Contractor's termination claim shall be limited to the cost of the Work performed prior to the effective date of termination and the expenses directly related to termination. In no event shall the Owner be liable for either loss of anticipated profits or consequential damages, nor shall the Owner's liability for such termination exceed the contract price. The remedy set forth under this termination for convenience provision shall be Contractor's sole and exclusive remedy in the event of such termination.

12.2 An adjustment shall be made for increases in the cost of performance of the Contract caused by the Owner's voluntary suspension. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

12.3 If the Contractor fails or neglects to carry out the work in accordance with the Contract Documents or otherwise to perform in accordance with this Agreement and fails within three (3) days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, terminate the Agreement, take possession of all materials, tools and equipment of the Contractor required to complete the Work and finish the Work by whatever method he may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

**ARTICLE 13
CHOICE OF LAW**

13.1 All parties hereby agree that this Agreement has been made under the laws of the Commonwealth of Pennsylvania and the laws of Pennsylvania apply to any dispute involving this Agreement. Venue is agreed to be where the Project is located.

13.2 Any conflicts between the provisions of this Agreement and any other Contract Documents shall be resolved in favor of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first written above.

LOCATION:

CONTRACTOR:

By: _____
 For the Congregation of _____
 Roman Catholic Church, (city, state, zip)

By: _____

Attest: _____

Attest: _____

**DIOCESE OF GREENSBURG
INDEMNIFICATION OF OWNER-INSURANCE CERTIFICATES**

The Contractor agrees that in the performance of the work under this Construction Agreement it shall act as an independent Contractor, and all of its agents and employees, and agents and employees of its subcontractors, shall be subject solely to the control, supervision and authority of the Contractor or its subcontractor. The Contractor shall adequately protect the materials, the work, persons working on the premises, the general public and any adjacent property and Contractor shall assume all risks of the premises and all liability therefore.

The Contractor shall obtain insurance coverage, and shall furnish an insurance certificate in evidence thereof, naming the Most Reverend Anthony G. Bosco, Bishop of the Roman Catholic Diocese of Greensburg, Pennsylvania, and the Roman Catholic Congregation of _____, Pennsylvania, Trust Beneficiary, as additional insureds, providing property damage and public liability insurance in a minimum amount of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS — ONE MILLION (\$1,000,000.00) DOLLARS aggregate to cover any loss which shall occur and shall indemnify and save harmless the aforesaid Bishop and Congregation, and all of their officers, agents, and employees, from any and all loss and/or liability for claims, demands, suits or cause of action in law of equity for damages and injuries of every kind and nature to persons and property (including by way of example, and without being limited to, the death of any person or the loss of the use of any property), arising out of or in any manner relating to the condition of said premises or Contractor's and/or its subcontractor's operations (or those of any other party expressly or impliedly invited on or near the premises by the Contractor and/or its subcontractor) in and about the same, whether or not based upon any negligence of the aforesaid Bishop or Congregation or their officers, agents, or employees, and Contractor will defend any and all such claims, demands and suits at its sole cost and expense.

In addition, the Contractor shall also indemnify and save harmless the said Bishop and Congregation and all of their officers, agents and employees, from any claim or case arising or recovered under the Pennsylvania Worker's Compensation Law or any other such law, by-law, ordinance, order or decree, and the Contractor herein agrees to furnish a certificate evidencing insurance coverage to provide for any such claims arising under the Pennsylvania Worker's Compensation Law, or any other such law, by-law, ordinance order or decree.

All certificates of insurance required hereunder must be furnished to the Owner before the commencement of any work and such certificates must provide that insurance company(ies) will give Owner fifteen (15) days written notice of any change, cancellation or termination of said policies.

Construction at the premises of _____

ATTEST:

Company: _____

Contractor: _____

Title: _____

DIOCESE OF GREENSBURG
NO LIEN AGREEMENT

WHEREAS _____

has entered into an Agreement with the Diocese of Greensburg, 723 East Pittsburgh Street, Greensburg, Pennsylvania 15601, to provide materials and perform labor for all operations in connection with contract for construction work and/or renovations to property located at

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said contract and for the consideration therein set forth, that neither the undersigned contractor, any subcontractor or materialman, nor any other person furnishing labor or materials to the said contractor under this contract shall file a lien, commonly called a mechanic's lien, for work done or materials furnished to the said building or any part thereof, or to the grounds adjacent thereto.

This stipulation is made and intended to be filed with the County Prothonotary within ten (10) days after date, in accordance with the requirements of the Commonwealth of Pennsylvania, in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals

this _____ day of _____, _____

ATTEST:

Company: _____

Contractor: _____

Title: _____

ATTEST:

By: _____

Title: _____

Owner: Diocese of Greensburg
723 East Pittsburgh Street
Greensburg, Pennsylvania 15601

**DIOCESE OF GREENSBURG
CERTIFICATION AGAINST ASBESTOS**

Date: _____

Project Description: _____

Location: _____

Address: _____

Under E.P.A. CFR Part 763.99 of the AHERA Act, the undersigned hereby certifies that:

NO asbestos containing building material (ACBM) was specified as a building material in any construction document for the building.

Witness

Architect, Contractor, Construction
Manager, Designer, Other

To the best of my knowledge, NO asbestos containing building material (ACBM) was used as a building material in the building.

Witness

Architect, Contractor, Construction
Manager, Designer, Other

Company: _____

Address: _____

ACORD. CERTIFICATE OF LIABILITY INSURANCE		CSR AH MARCH-1	DATE (MM/DD/YY) 11/19/98		
PRODUCER Century Insurance Consultants 111 Whitehead Lane, Suite 400 Monroeville PA 15146 James E. Porter Phone No. 412-373-5454 Fax No.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Harchuck Construction 122 Kerr Road New Kensington PA 15068	COMPANIES AFFORDING COVERAGE				
	COMPANY A	Harleysville Insurance			
	COMPANY B				
	COMPANY C				
	COMPANY D				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	2D6150	09/12/98	09/12/99	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPROP AGG \$ 1,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
MED EXP (Any one person) \$ 5,000					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2D6150	09/12/98	09/12/99	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	2D6150	09/12/98	09/12/99	EACH OCCURRENCE \$ 10,000,000
					AGGREGATE \$
					\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC2D6150	09/12/98	09/12/99	WC STATUTORY LIMITS \$
					EL EACH ACCIDENT \$ 50,000
					EL DISEASE - POLICY LIMIT \$ 50,000
					EL DISEASE - EA EMPLOYEE \$ 50,000
A	<input type="checkbox"/> OTHER HARLEYSVILLE	2D6150	09/12/98	09/12/99	BUS. PROP 100,000 EQUIPMENT 110,849
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ADDITIONAL INSURED: MOST REVEREND ANTHONY G. BOSCO, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF GREENSBURG, PA, THE ROMAN CATHOLIC CONGREGATION OF ST. JOHN BAPTIST DE LA SALLE, DELMONT, PA, & TRUST BENEFICIARY.					
CERTIFICATE HOLDER ST. JOHN ST. JOHN BAPTIST DE LA SALLE CHURCH 497 ATHENA DRIVE DELMONT PA 15626			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE James E. Porter <i>[Signature]</i>		
ACORD 25-S (1/96) ACORD CORPORATION 1988					

**DIOCESE OF GREENSBURG
INSURANCE AND BOND REQUIREMENTS
FOR INSURANCE AND BONDS**

**Insurance Requirements
of Contractors**

**New Construction
or Renovation**

Comprehensive Auto Liability [All vehicles]	Project Cost Less than \$250,000	Project Cost Less than \$1 million
Professional Liability Architect's E&O	\$1,000,000 Occurrence Form	\$2,000,000 Occurrence Form
Builder's Risk Coverage [Diocese provides own]	\$500,000	\$1,000,000
Worker's Compensation for all contractors and subcontractors	Reputable with experience Limit depends on project	Reputable with experience Limit depends on project
Hold Harmless	As needed by Contractor	As needed by Contractor
Additional Insured Certificate	Coverage A – Statutory Coverage B – \$1,000,000 E.L.	Coverage A – Statutory Coverage B – \$1,000,000 E.L.
	Policy Limits	Policy Limits
	Diocese & location "A" Rated companies	Diocese & location "A" Rated companies

* Note: With General Liability Coverage – owner's and contractor's protective should be included

Bond Requirements of Contractors

"A" Rated Companies

Bid Bond	\$100,000	\$100,000 to \$1 Million	Over \$1 Million
Performance Bond	No	No	Yes [5% of bid]
Labor and Material Bond	No	*Yes [100% of contract]	Yes [100% of contract]
	No	* Yes [100% of contract]	Yes [100% of contract]

* Contact Facilities Management Office — May be waived if approved contractor

**DIOCESE OF GREENSBURG
CHANGE ORDER**

Distributed to:
OWNER
CONSULTANT
CONSTRUCTION MANAGER
CONTRACTOR
OTHER

Contractor

CHANGE ORDER NUMBER:

INITIATION DATE:

PROJECT NO.:

Owner

CONSTRUCTION MANAGER'S
PROJECT NO.:

CONTRACT FOR:

CONTRACT DATE:

We are directed to make the following changes in this Contract:

Not valid until signed by the Owner, the Consultant (and/or the Construction Manager, if applicable). Signature of the Contractor indicates agreement herewith, including any adjustments in the Contract Sum or the Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was..... \$
Net change by previously authorized Change Orders..... \$
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was..... \$
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased, decreased or unchanged)
by this Change Order..... \$
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be..... \$
The Contract Time will be (increased) (decreased) (unchanged) by () Days.
The Date of Substantial Completion as of the date of this Change Order therefore is

Recommended:

Approved:

Construction Manager

Address

By Date

Address

By Date

Agreed to:

Authorized:

Contractor

Address

By Date

Owner

Address

By Date

DIOCESE OF GREENSBURG
FINAL INSPECTION REPORT

1) Date: _____

2) Location: _____

3) Address: _____

4) Project Title: _____

5) Prime Contractor: _____

6) Subcontractor(s): _____

7) Budget Amount: _____ Change Orders: _____

8) Final Amount: _____

9) Within Budget: Yes No

10) Completed on Schedule: Yes No

11) Quality of Work: _____

12) Would Use Again: Yes No

13) Comments: _____

Punch List: _____

Recommendations: _____

Future Needs: _____

Release for Payment: Yes No

Parish Representative

Contractor

Eng./Fac. Mgmt. Office

Construction Manager

Copy: Finance Office

ENVIRONMENTAL REVIEW QUESTIONNAIRE

To Be Completed by Current Owner or Donor

GENERAL REVIEW

1. Legal description and location of the property: *
2. Name, address and social security number of present property owner:
3. What is the property's approximate present value? Describe basis for estimate:
4. Is the property encumbered? If yes, indicate amount of unpaid mortgage or lien:
5. Is there a current tenant lease arrangement involved with the property? If so, state length and guidelines of lease:
6. Has an appraisal been prepared within the last six months?
7. Are all taxes, covenant fees and maintenance expenses up-to-date? List the amounts of annual taxes and other fees attached to the property:

** Examples of description:*

160 acre farm in Armstrong County, Pennsylvania, 3 miles southeast of Kittanning, Pennsylvania
Two-story commercial building in Uniontown, Pennsylvania
80 acres of undeveloped land in Westmoreland County, Northmoreland Park, Pennsylvania

8. Is the property "marketable"? (i.e. can the donor give examples of recent comparable sales) If so, state brief explanation and description of comparable sales:
9. Is the property owned jointly with other individuals (not including spouse)?
10. Does the property currently produce income? If yes, indicate the specific source and amount:
11. Has the property been on the market at any time during the last year? If yes, indicate dates, offering price(s) and name and address of representing agent:
12. Are there any problems unique to the property that have not been discussed? (i.e. zoning questions, neighbor disputes, property upkeep, controversial development planned for the area, etc.) If so, please briefly state those concerns and indicate current zoning classification:

ENVIRONMENTAL REVIEW

13. Describe present use of the property:
14. Describe previous use of the property over the past 50 years (attach separate sheet if needed):
15. Names of former property owners over the past 50 years (attach separate sheet if needed):

16. Describe present and previous uses of immediately adjacent property:

17. Asbestos
 - Is asbestos currently present in any of the structures?
 - If asbestos is present, has a survey been made to assess the type, amount, location and condition of the asbestos? If so, attach a copy of the survey:
 - Have asbestos air samples been taken? If so, what were the results?

18. Polychlorinated Biphenyls (PCBs)
 - Have PCBs been used in electrical transformers, capacitors or other equipment on the property?
 - If so, describe the use and quantity of PCBs used on the property:

19. Lead in Drinking Water and Lead Paint
 - Have there been any tests for lead in drinking water source? If so, attach a copy of the inspection/test results:
 - Have there been any tests for lead or lead based paints? If so, attach a copy of the inspection/test results:

20. Fuel/Chemical Storage Tanks, Drums and Pipelines
 - Are there any above ground or underground gasoline, diesel, fuel oil or other chemical storage tanks or pipelines on the property?

- If so, describe substances stored, capacity of tank(s) and use of any pipelines:
- Have the tanks and/or pipelines been inspected or tested for leakage? When was the most recent test? What were the results?
- Are any other chemicals stored on the property in drums or other containers? If so, please describe the substances, quantities stored, and types of containers:
- Have there been any spills, leaks or other releases of chemicals or petroleum products on the property? If so, describe the chemicals or petroleum products and quantities released; any cleanup measures taken; and the results of any soil or groundwater samples performed to detect the presence of the chemicals or petroleum products spilled, leaked or released on the property:
- Attach copies of any permits or licenses pertaining to the use, storage, handling or disposal of chemicals or petroleum products on the property:

21. Radon Gas

- Have tests to determine the existence of radon gas been performed? When? Results? Attach copy of test reports:

22. Water Discharges

- List all sources of waste water discharges to surface waters, septic systems or holding ponds:
- List all sources of waste water discharges to public sewer systems:

23. Waste Disposal

- Describe the types of any liquid wastes or solid wastes other than waste water described above that are generated at the property:

24. If the property has been or is used for industrial purposes, provide the following additional information.
- Has the property been used for disposal of any liquid or solid waste?
 - Have evaporation or storage ponds been located on the property?
 - Have waste water treatment facilities, such as acid neutralization vaults, been located on the property?
 - Are there raw chemicals or waste chemical storage areas on the property?
25. Provide the following additional information if the property has been or is used for agricultural purposes.
- Have pesticides, herbicides or other agricultural chemicals been applied to the property? If so, describe the locations where such pesticides, herbicides or chemicals were applied; the type of pesticides, herbicides or chemicals applied in each area; and the results of any soil or groundwater analysis performed to detect pesticides, herbicides or chemicals used at the site:
 - Have pesticides, herbicides or other agricultural chemicals been mixed, formulated, rinsed or disposed of on the property? If so, describe the locations where such pesticides, herbicides or chemicals were mixed, formulated, rinsed or disposed of; the type of pesticides, herbicides or chemicals mixed, formulated, rinsed or disposed of at each location; and the results of any soil or groundwater analyses performed to detect pesticides, herbicides or chemicals mixed, formulated, rinsed or disposed of at the site:

As the present owner of the property or as an officer or a general partner of the present owner of the property (or the duly authorized representative of such owner), I am familiar with all of the operations presently conducted on the property, have made a diligent inquiry into the former uses of the property, and hereby certify to and for the benefit of any purchaser of the property that, to the best of my knowledge, information and belief, the information disclosed above is true and correct.

Signature: _____

Title: _____

Date: _____

PARISH VOLUNTEER AGREEMENT

I, _____,
 (Name of Volunteer)
 of _____,
 (Address)

hereby state that I am volunteering to provide service in the nature of

 (Describe Volunteer Activity)

(the "Activity") for the benefit of _____,
 (Name of Parish)

I affirm that I am skilled in performing this type of service, and that I am cognizant of the inherent dangers and harms of performing the Activity, and that I understand and am familiar with the standard safety rules employed in performing the Activity. I further understand that I may not operate any gas or electric power tools if I am under the age of 14, or any heavy equipment if I am under the age of 18.

I, being of lawful age, in consideration of being able to participate in the Activity, do for myself and for my spouse, my heirs, administrators and assigns, hereby release and forever discharge Bishop Anthony G. Bosco, Bishop of the Diocese of Greensburg, the Parish, the Diocese of Greensburg, and their officers, directors, and agents of any and every claim, demand, action or right of action, or whatever kind or nature, either in law or equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident that may occur as a result of my participation in the Activity or activities in connection with the Activity, whether by my negligence, or the negligence of others.

I further release all officials and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered me during my participation in the Activity.

I also understand that I am to furnish my own equipment and I am responsible for its safety and good operating condition regardless of where I obtain it.

In consideration of the foregoing, I agree to be legally bound this _____ day of _____,

WITNESS:

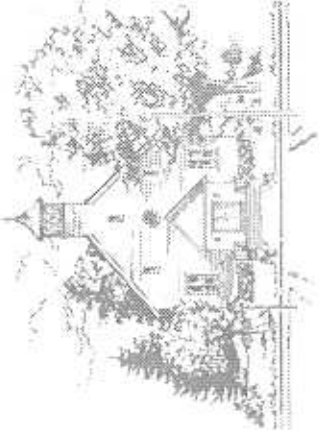
VOLUNTEER:

*RENOVATION, REPAIR
AND/OR
WARRANTY*



LOG

PARISH:



RENOVATION, REPAIR AND/OR WARRANTY LOG

PARISH RENOVATION, REPAIR and/or WARRANTY LOG

DATE	Reference To File	Project Description	Contractor/ Manufacturer	Make/Model	Guarantees/ Warranties
10-1-99	A	Boiler Replacement	A.R. Scalise, Inc.	American Standard	1 year
11-1-99	B	Roof Replacement	Tuscano, Maher Roofing/Firestone	EPDM/Ballasted	10

DATE	Reference To File	Project/Description	Contractor/ Manufacturer	Make/Model	Guarantees/ Warranties

