

Archdiocese of Baltimore



POLICIES AND PROCEDURES
FOR
NEW CONSTRUCTION,
RENOVATIONS AND
MAINTENANCE PROJECTS

Revised October 2007

Archdiocese of Baltimore
Policies and Procedures for New Construction, Renovations
and Capital Maintenance Projects

TABLE OF CONTENTS

Section	Topic	Sub-Topic	Page
1	Overview	Introduction.....	1-1
		Project Categories	1-3
		Capital Projects Flowchart.....	1-4
		Projects Lifecycle.....	1-5
		Required Actions	1-7
		Category I Lifecycle	1-9
		Category II Lifecycle	1-10
		Category III Lifecycle.....	1-11
		Category IV Lifecycle.....	1-13
		Contacts.....	1-15
2	Project Policies	<u>General Project Policies</u>	
		Legal Requirements	2-1
		Contracts	2-1
		Method of Delivery.....	2-2
		Bonding & Insurance	2-2
		Applicability of Contract Policies.....	2-3
		Contractors	2-4
		Minimum Insurance Requirements.....	2-5
		Architects	2-6
		Project/Contract Administration	2-6
		<u>Other Policies</u>	
		Stewardship and Development	2-7
		Standard Reporting	2-7
		Handicapped Accessibility.....	2-7
		Environmental Issues	2-8
		<u>Land and Property</u>	
		Property Purchase	2-8
		Unimproved Property.....	2-8
		<u>Maintenance</u>	
		Ordinary Maintenance	2-8
		Extraordinary Repairs & Replacements...2-9	
3	Financial Policies	Financial Policies	3-1
		Category II Projects	3-2
		Fund-Raising Approval.....	3-2

	Tax Exemption Approval.....	3-2
	Project Financing	3-2
4	Procedures	
	Introduction.....	4-1
	<u>Project Initiation</u>	
	Project Concept/Feasibility	4-1
	Preliminary Analysis & Planning	4-1
	Concept Approval	4-2
	Formal Request for Project Approval	4-2
	Project Design/Development	4-3
	<u>Project Phases</u>	
	Phase I – Master Plan/Feasibility.....	4-4
	Phase II – Schematic Design.....	4-4
	Phase III – Design/Development	4-5
	Phase IV – Construction Documents	4-5
	Phase V – Bidding	4-6
	Phase VI – Construction	4-7
	Phase VII – Completion & Closeout	4-8
	Phase VIII – Project Warranty Period	4-8
5	Forms and Instructions	
	Request for Capital Project Expenditure.....	5-1
	Capital Project Report.....	5-2
	Request for Capital Repairs & Maintenance	5-3
	Project Cost Estimate Worksheet.....	5-4
	Cash Flow Projection	5-5
	Fund-Raising Campaign/Exemption Request.....	5-6
	Request for Loan from IPLF.....	5-7
	Request for Withdrawal from IPLF	5-8
	Building Assessment.....	5-9
	Supplemental Contractor Qualification	5-10
	Owner – Contractor Agreement.....	5-11
6	Appendix I	
	<u>Insurance Requirements</u>	
	Index	6-1
	Professional Consultants	6-2
	Contractors	6-4
	Environmental Contractors	6-6
	Builder's Risk Insurance	6-8

7	Appendix II	<u>Construction Delivery Options</u>
		Construction Management 7-1
		Project Construction Budget 7-1
		Cost Control 7-1
		Guaranteed Maximum Price 7-2
		Cost of Work 7-2
		Summary 7-2
8	Appendix III	Glossary & Definition of Terms 8-1
9	Appendix IV	Supplemental Conditions & Provisions 9-1

INTRODUCTION

The Roman Catholic Archbishop of Baltimore, with the support of his advisors (the College of Priest Consultors and Board of Financial Administration), has promulgated various policies and related procedures for New Construction, Renovations and Maintenance Projects (Projects).

The purpose of this document is to establish policies and procedures to those engaged in the development and execution of Projects for the Archdiocese of Baltimore (AOB).

The Department of Management Services (DMS) has been assigned responsibility for the oversight and administration of the temporal goods of the Church. The Executive Director of the DMS is the primary contact for the initiation of the project approval process.

These policies and procedures are reviewed by the Archdiocesan Building Commission (ABC). The Commission membership includes pastors and construction professionals with significant experience and technical expertise in the successful performance of capital projects. The Commission provides general advice in the development of policies and procedures, as well as recommends approval of all AOB projects to the Archbishop.

The Divisions within the DMS have various roles in the support of the Executive Director, Pastors and Parishes, volunteers and staff, at the various stages of a project.

The primary contact is with the Division of Facilities Management (DFM). The contact begins with the project concept and continues through the project's completion and warranty under the control of the Project Manager from the DFM as the Owner's representative.

The Division of Fiscal Services is a key resource in the review of cost and operating projections, and in project finance. The Division can also assist in any campaign tracking and investment of campaign receipts.

The Division of Information Services provides assistance in the assessment and evaluation of technology needs (computers, wiring, phone and security systems), RFPs, cost comparisons, etc.

The Division of Insurance is involved in bonding and risk coverage during and after completion. If the project is related to replacement or repair from an accident, fire or other physical damage, the Insurance Division assists in obtaining insurance funds for covered losses.

The Department of Development provides support for the evaluation of fund-raising opportunities, consultants and techniques.

The Department of Catholic Education Ministries is available to provide support in the evaluation of program needs and faculty requirements for both Catholic schools and Parish Religious Education.

This manual is divided into separate sections:

- Overview
- Project Policies
- Financial Policies
- Procedures
- Forms and Instructions

The appendices provide several reference elements:

- I. Insurance Requirements
- II. Construction Delivery Options
- III. A Glossary to define construction and AOB-specific terms used in this manual
- IV. Supplemental Conditions and Provisions

For further explanations and/or comments, contact either the Department of Management Services (410-547-5587 or Mgmtserv@archbalt.org) or the Division of Facilities Management (410-547-5366 or Facserv@archbalt.org).

PROJECT CATEGORIES

A project is classified into one (1) of four (4) “categories.” The policies to be applied and the procedures to be followed are related to the Total Project Cost (TPC) and/or type of project. TPC includes cost of design, construction, furnishings, permits, contingency and inflation, as well as cost of all phases of an overall project or program, regardless of duration or scheduling.

Requirements for compliance with AOB policy and procedures vary depending on the category. The applicability of the requirements is indicated in Section 2 – Project Policies. The type of project initiated shall fall into one (1) of four (4) categories outlined below. The higher category shall always take precedence.

CATEGORY I

Any project involving **environmental issues** (i.e., asbestos, lead/lead paint, underground fuel tanks, radon, indoor air quality or other hazardous substances/conditions), **liturgical space** (especially any change to the sanctuary of a church or chapel), **structural components** of a building or property, **roofing project** or **boiler replacement** must be approved by the DFM before commencement or contract execution. In some instances, a Category I project can also be a part of, or may also be classified as, a Category II, III, or IV project.

CATEGORY II

Parishes may proceed on their own on projects with a TPC of less than \$30,000, except for Category I projects. The DFM staff is available for consultation and advice. Guidelines for project evaluation, contract content and legal standards are available from the DFM.

CATEGORY III

Projects with a TPC of \$30,000 or more, but less than \$300,000, or any project involving special consideration or requirements, must be referred to the DFM for review of the project specifications and for appropriate recommendations/actions.

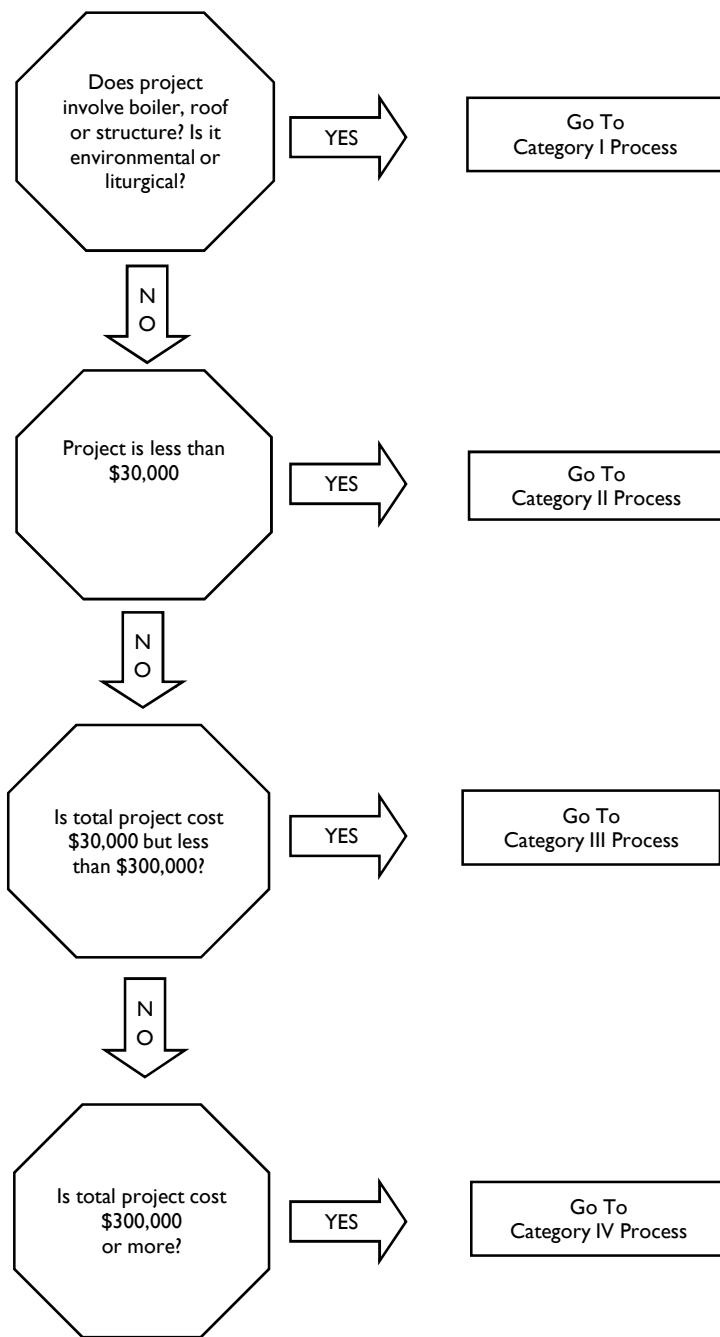
CATEGORY IV

All new construction or major renovation projects with a TPC of \$300,000 or more must follow the full construction policies of the AOB.



Archdiocese of Baltimore

CAPITAL PROJECTS FLOWCHART -- PROJECT SIZE



Capital Projects include all phases of any new construction or repair work involving the buildings, physical plant or facilities of a parish, school or other Archdiocesan-owned facilities.

Total Project Cost includes:

1. Total cost of design, consulting and construction;
2. Cost of all phases of an overall project or program, regardless of duration or scheduling.



ARCHDIOCESE OF BALTIMORE PROJECTS LIFECYCLE

Phase	Activity	Actions
CONCEPT/ FEASIBILITY	The Pastor and pastoral staff discuss with the Parish Council and the Vicar Bishop the need and feasibility of a new construction or renovation project. Building condition assessment and hazardous material survey must be completed as required.	<ul style="list-style-type: none">▪ Vicar Bishop approval▪ Pastor requests approval from the Archbishop
I. MASTER PLAN	Document that describes, in narrative and with maps, an overall development concept including both present property uses as well as future land development plans.	<ul style="list-style-type: none">▪ DFM engages consultant▪ ABC Review
II. SCHEMATIC DESIGN	Phase of the Architect's services wherein the Architect consults with the owner to ascertain the requirements of the project and prepares schematic design studies consisting of drawings and other documents showing the scale and project components for the owner's approval; and prepares a statement of probable project cost.	<ul style="list-style-type: none">▪ DFM engages Architect to prepare drawings▪ ABC Review
III. DESIGN DEVELOPMENT	Phase of the Architect's services wherein the Architect prepares drawings and other presentation documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and other essentials as may be appropriate; and prepares an updated statement of probable project cost.	<ul style="list-style-type: none">▪ DFM Project Manager oversees activities▪ ABC Review
IV. CONSTRUCTION DOCUMENTS	Phase of the Architect's services wherein the Architect prepares working drawings, specifications and bidding information. Depending on the Architect's scope of services, the Architect may assist the owner in the preparation of bidding forms, the conditions of the contract and the form of agreement between the owner and Contractor.	<ul style="list-style-type: none">▪ Review of CDs at 50% and 95% completion
V. BIDDING/ PRICING	Documents issued to pre-qualified contractors. Lowest responsible/qualified Contractor selected.	<ul style="list-style-type: none">▪ Project awarded▪ Contract prepared, reviewed and executed
VI. CONSTRUCTION	Phase of the Architect's services that includes the Architect's general administration of the construction contract(s).	<ul style="list-style-type: none">▪ Project delivered by the Contractor

VII. COMPLETION/ CLOSE-OUT	Finalization of contracting activities. Record Documents provided to owner.	<ul style="list-style-type: none"> ▪ Contractor delivers Release of Liens, "As-built" Drawings ▪ Architect completes Record Documents
VIII. PROJECT WARRANTY PERIOD	Project Manager, Architect and Parish representative(s) inspect project approximately nine (9) months after substantial completion and provide list of any defects in writing to the Contractor.	<ul style="list-style-type: none"> ▪ Contractor corrects/repairs any defects in the completed work



ARCHDIOCESE OF BALTIMORE

PROJECTS LIFECYCLE

REQUIRED ACTIONS BY PROJECT CATEGORY

Phase	Category I Exceptions	Category II < \$30,000	Category III \$30,000 - \$300,000	Category IV > \$300,000
CONCEPT/ FEASIBILITY	<ul style="list-style-type: none">▪ Vicar Bishop review/approval▪ Archbishop Approval (Liturgical)▪ Building condition assessment and hazardous material survey reviewed by DFM▪ DFM Approval	<ul style="list-style-type: none">▪ DFM Review	<ul style="list-style-type: none">▪ DFM/DMS Approval▪ Review of Building Assessment by DFM▪ Archbishop Approval▪ Building condition assessment and hazardous material survey reviewed by DFM	<ul style="list-style-type: none">▪ Review by Vicar Bishop▪ Review by Depts of Mgmt Services, Development & Schools▪ Archbishop Approval▪ Building condition assessment and hazardous material survey reviewed by DFM
MASTER PLAN	N/A	N/A	<ul style="list-style-type: none">▪ Parish submits financial plan, including standard project cost worksheet▪ DMS Approval▪ ABC Review	<ul style="list-style-type: none">▪ DFM selects Consultant▪ Review/approval by Vicar Bishop▪ Parish submits financial plan, including standard project cost worksheet▪ Review by Depts of Mgmt Services, Development & Schools▪ Contract Approval by DFM, ALC▪ ABC Review▪ Archbishop Approval
SCHEMATIC DESIGN	<ul style="list-style-type: none">▪ Contract Approval by DFM, ALC	N/A	<ul style="list-style-type: none">▪ Parish submits financial plan, including standard project cost worksheet▪ DMS Approval▪ PM Assigned▪ Archbishop Approval	<ul style="list-style-type: none">▪ DFM provides consultant▪ ABC Approval▪ Parish submits updated financial plan and worksheet▪ Review by DMS▪ Contract Approval by DFM, ALC▪ Archbishop Approval

DESIGN DEVELOPMENT	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<ul style="list-style-type: none"> ▪ DFM Approval ▪ ABC Approval ▪ Parish submits updated financial plan and worksheet ▪ PM assigned ▪ Review by DMS ▪ Contract Approval by DFM, ALC ▪ Archbishop Approval
CONSTRUCTION DOCUMENTS	<ul style="list-style-type: none"> ▪ DFM Approval ▪ Archbishop Approval (Liturgical) 	<ul style="list-style-type: none"> ▪ DFM Review <i>Optional</i> 	<ul style="list-style-type: none"> ▪ DMS Approval ▪ DFM Approval 	<ul style="list-style-type: none"> ▪ DFM Approval ▪ DMS Approval
BIDDING/ PRICING	<ul style="list-style-type: none"> ▪ RFP to three (3) – five (5) Pre-Qualified Bidders ▪ Contract Approval by DFM, ALC 	<ul style="list-style-type: none"> ▪ RFP to three (3) – five (5) Pre-Qualified Bidders ▪ Recommended Contract Approval by DFM, ALC 	<ul style="list-style-type: none"> ▪ RFP to three (3) – five (5) Pre-Qualified Bidders ▪ DMS Approval ▪ Contract Approval by DFM, ALC 	<ul style="list-style-type: none"> ▪ RFP to five (5) Pre-Qualified Bidders ▪ Contract Approval by DFM, ALC
CONSTRUCTION	<ul style="list-style-type: none"> ▪ DFM manages project 	<i>Optional</i>	<ul style="list-style-type: none"> ▪ DFM manages project 	<ul style="list-style-type: none"> ▪ Insurance Review by Division of Insurance ▪ DFM manages project/leads meetings ▪ DFM approves Change Orders
COMPLETION/ CLOSE-OUT	<ul style="list-style-type: none"> ▪ DFM manages project as required 	<i>Optional</i>	<ul style="list-style-type: none"> ▪ Obtain Record Documents ▪ Release of Liens ▪ U&O Permit ▪ Final Financials/Project Costs 	<ul style="list-style-type: none"> ▪ Obtain Record Documents ▪ Release of Liens ▪ U&O Permit ▪ Final Financials/Project Costs
PROJECT WARRANTY PERIOD	<ul style="list-style-type: none"> ▪ DFM coordinates 	<ul style="list-style-type: none"> ▪ Parish coordinates 	<ul style="list-style-type: none"> ▪ DFM coordinates 	<ul style="list-style-type: none"> ▪ Inspection coordinated by DFM ▪ Corrections made by Contractor

ARCHDIOCESE OF BALTIMORE PROJECTS LIFECYCLE <i>(PROJECT INVOLVING ROOF, STRUCTURE, ENVIRONMENTAL, BOILER, LITURGICAL)</i>		CATEGORY I
		Action
CONCEPT/FEASIBILITY		
1. Need Identified by Parish		Through its own internal processes, Parish identifies and defines, to the extent possible and <u>without</u> hiring any outside consultants or other resources, potential need for work. DFM may provide consultation.
2. Concept Approved by Pastor, Parish Council and Vicar Bishop		After the need is identified, the Pastor and pastoral staff review the need and feasibility with the Parish Council and Vicar Bishop.
3. Pastor Writes to Archbishop		Parish writes to Archbishop describing the potential need. The request should include all information necessary to evaluate the request, i.e. nature of the project, research data, expected cost and financial status. A copy of the request should be sent to the Executive Director of the DMS.
4 Initial Response and Review		An initial meeting will occur between the DMS and the Parish to review concepts, objectives, development parameters, preliminary costs, financial resources, timing, annual operating impacts and alternatives. Building condition assessment and hazardous material survey completed as required. If additional input is required/appropriate from external sources, the DMS may assign selected third-party consultants (architects, planners, etc.) to work with the Parish to better define its potential need. These consultants will be pre-approved. A PM from the DFM who will oversee the third-party services will be assigned.
DESIGN		
5. Review by Archbishop for Liturgical Projects		The Pastor meets with the Archbishop and the DFM to review liturgical criteria and scope of project for approval.
6. Selection of Architect		Working with the Parish, the DMS will retain an architect to provide design services only. The Architect will be selected from a list of pre-qualified professional firms experienced in AOB projects and maintained by the DFM. The DFM will also assign a PM, on the Parish's behalf, to oversee the provision of services and to act as the Parish's owner's representative during this phase. Designs will reflect the Parish's preferences, style and character, but will be consistent with AOB quality and technical standards.
CONSTRUCTION		
7. Hire Appropriate Contractors		In consultation with the Parish, the DFM will secure bids from at least three (3) contractors from a pre-qualified list of firms experienced in AOB projects. In selected circumstances and subject to the specific approval of the Archbishop, the construction management method may be utilized to deliver construction services. Selection procedures will be identical to those for general contractors.



ARCHDIOCESE OF BALTIMORE
PROJECTS LIFECYCLE
(TPC IS LESS THAN \$30,000)

CATEGORY
II

	<i>Action</i>
CONCEPT/FEASIBILITY	
1. Need Identified by Parish	Through its own internal processes, Parish identifies and defines, to the extent possible and <u>without</u> hiring any outside consultants or other resources, potential need for work.
2. Concept Approved by Pastor and Parish Council	After the need is identified, the Pastor and pastoral staff review the need and feasibility with the Parish Council.
CONSTRUCTION	
3. Scope the Work and Hire Contractor	The Parish shall define the scope of work and solicit no less than three (3) bids from qualified contractors.

NOTE: A building condition assessment and hazardous material survey shall be completed before any work is performed.

ARCHDIOCESE OF BALTIMORE PROJECTS LIFECYCLE <i>(TPC IS AT LEAST \$30,000 BUT LESS THAN \$300,000)</i>		CATEGORY <i>III</i>
<i>Action</i>		
CONCEPT/FEASIBILITY		
1. Need Identified by Parish	Through its own internal processes, Parish identifies and defines, to the extent possible and <u>without</u> hiring any outside consultants or other resources, potential need for work. DFM may provide consultation.	
2. Concept Approved by Pastor, Parish Council and Vicar Bishop	After the need is identified, the Pastor and pastoral staff review the need and feasibility with the Parish Council and Vicar Bishop.	
3. Pastor Writes to Archbishop	Parish writes to Archbishop describing the potential need. The request should include all information necessary to evaluate the request, i.e. nature of the project, research data, expected cost and financial status. A copy of the request should be sent to the Executive Director of the DMS.	
4. Initial Response and Review	<p>An initial meeting will occur between the DMS and the Parish to review concepts, objectives, development parameters, preliminary costs, financial resources, timing, annual operating impacts and alternatives.</p> <p>Building condition assessment and hazardous material survey completed as required.</p> <p>If additional input is required/appropriate from external sources, the DMS may assign selected third-party consultants (architects, planners, etc.) to work with the Parish to better define its potential need. These consultants will be pre-approved. A PM from the DFM who will oversee the third-party services will be assigned.</p>	
MASTER PLAN		
5. Development of Master Plan	Following approval by the Archbishop and if the project is an expansion/conversion, the DMS will select and assign contracted third-party resources to assist the Parish in preparing a master plan and associated schedule and budget.	
6. Development of Business Plan	Using the master plan as a base, the Parish will prepare and submit to the Archbishop a detailed business plan for the proposed project. The plan will address demographics, long-range planning, funding, annual operating impacts and other topics necessary for thoughtful consideration.	
7. Review and approval of Master Plan and Business Plan	Review and approval of master plan and business plan by DMS.	
SCHEMATIC-DESIGN/DEVELOPMENT		
8. Selection of Architect	<p>Working with the Parish, the DMS will retain an architect to provide design services. The Architect will be selected by the DFM based on qualifications and experience.</p> <p>The DFM will also assign a PM, on the Parish's behalf, to oversee the provision of services and to act as the Parish's owner's representative during this phase. Designs will reflect the Parish's preferences, style and character, but will be consistent with AOB quality and technical standards.</p>	

9. Review of Design	The DFM will review the design at various stages, coordinated by the PM.
10. Finalization of Design	Design documents, including updated schedules, budgets and funding sources, will be submitted to the DMS for approval.
CONSTRUCTION	
11. Hire Appropriate Contractors	<p>In consultation with the Parish, the DFM will secure bids from not less than three (3) experienced contractors.</p> <p>Project awarded to the lowest, qualified bidder. Contract prepared by DFM, ALC.</p> <p>In selected circumstances and subject to the specific approval of the Archbishop, the Construction Management method may be utilized to deliver construction services. Selection procedures will be identical to those for general contractors.</p>

ARCHDIOCESE OF BALTIMORE PROJECTS LIFECYCLE <i>(TPC IS \$300,000 OR MORE)</i>		CATEGORY IV
		Action
CONCEPT/FEASIBILITY		
1. Need Identified by Parish	Through its own internal processes, Parish identifies and defines, to the extent possible and <u>without</u> hiring any outside consultants or other resources, potential need for work. DFM may provide consultation.	
2. Concept Approved by Pastor, Parish Council and Vicar Bishop	After the need is identified, the Pastor and pastoral staff review the need and feasibility with the Parish Council and Vicar Bishop.	
3. Pastor Writes to Archbishop	Parish writes to Archbishop describing the potential need. The request should include all information necessary to evaluate the request, i.e. nature of the project, research data, expected cost and financial status. A copy of this request should be sent to the Executive Director of the DMS.	
4. Initial Response and Review	<p>An initial meeting will occur between the DMS and the Parish to review concepts, objectives, development parameters, preliminary costs, financial resources, timing, annual operating impacts and alternatives.</p> <p>Building condition assessment and hazardous material survey completed as required.</p> <p>If additional input is required/appropriate from external sources, the DMS may assign selected third-party consultants (architects, planners, etc.) to work with the Parish to better define its potential need. These consultants will be pre-approved. A PM from the DFM who will oversee the third-party services will be assigned.</p>	
5. Building Assessment	Parish or outside third-party conducts a condition assessment for each building identified with the Parish.	
MASTER PLAN		
6. Development of Master Plan	<p>Following approval by the Archbishop, the DFM will select and assign contracted third-party resources to assist the Parish in preparing a master plan and associated schedule and budget.</p> <p>The ABC and Vicar Bishop will review the master plan at various stages, coordinated by the DFM.</p>	
7. Development of Business Plan	Using the master plan as a base, the Parish will prepare and submit to the Archbishop a detailed business plan for the proposed project. The plan will address demographics, long-range planning, funding, annual operating impacts and other topics necessary for thoughtful consideration.	
8. Review and Approval of Master Plan and Business Plan	Review and approval of master plan and business plan.	

SCHEMATIC DESIGN	
9. Selection of Architect	<p>Working with the Parish, the DFM will select an architect to provide schematic design services only. The design firms will be selected from a list of pre-qualified professional firms experienced in Archdiocesan projects and maintained by the DFM.</p> <p>The DFM will assign a PM, on the Parish's behalf, to oversee the provision of services and to act as the Parish's owner's representative during this phase. Designs will reflect the Parish's preferences, style and character, but will be consistent with AOB quality and technical standards.</p>
10. Review of Schematics	<p>The ABC will review the schematic design, coordinated by the DFM. Method of delivery is confirmed.</p> <p>In selected circumstances, and subject to the specific approval of the Archbishop, the Construction Management method may be utilized to deliver construction services. Selection procedures will be identical to those for general contractors.</p>
11. Finalization of Schematics	Schematic design documents, including updated schedules, budgets and funding sources, will be submitted to the Archbishop for approval.
DESIGN DEVELOPMENT	
12. Design Process	<p>The DFM will negotiate a contract to complete the design and construction administration process. The DFM will, on the Parish's behalf and in consultation with the Parish, oversee the process to insure timely completion within budget parameters.</p> <p>Documents will be forwarded to the DFM for review by the ABC upon completion of design development.</p>
CONSTRUCTION DOCUMENTS	
13. Review Design	<p>Documents will be forwarded to the DFM for review when construction documents are 50 percent and 95 percent complete. Each submission will include updated schedules, budgets and funding information.</p> <p>Selected bidder list is developed by DFM from pre-qualified list of general contractors.</p> <p>Documents submitted to local jurisdiction for review and permitting.</p>
CONSTRUCTION	
14. Bid-Award Contract	<p>In consultation with the Parish, the DFM will secure bids from at least three (3) general contractors from a pre-qualified list of firms.</p> <p>Project awarded to lowest, qualified bidder.</p> <p>Contract prepared by DFM, ALC.</p>

CONTACTS – DEPARTMENT OF MANAGEMENT SERVICES

<u>Office</u>	<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Room</u>	<u>Email Address</u>
Executive Director	Mr. Joseph Spadaro	Executive Director/CFO	410/547-5322	228	Jspadaro@archbalt.org
	Ms. Rosalie Smith	Executive Assistant	410/547-5587	227	Rsmith@archbalt.org
Facilities Management	Mr. Nolan McCoy	Dir. of Facilities Mgmt.	410/547-5335	203	Nmccoy@archbalt.org
	Mr. Hugh Andes	Project Manager	410/547-5335	204	Handes@archbalt.org
	Mr. Robert Clancy	Project Manager	410/547-5367	204	Rclancy@archbalt.org
	Mr. Douglas Johnson	Project Manager	410/547-5340	204	Djohnson@archbalt.org
	Mr. David Owens	Project Manager	410/625-8440	204	Dowens@archbalt.org
	Mr. Matthew Regan	Project Manager	410/547-5386	204	Mregan@archbalt.org
	Mr. George Keitz	Catholic Ctr. Bldg. Mgr.	410/547-5312	Lobby	Gkeitz@archbalt.org
	Ms. Myrtle Buchanan	Office Manager	410/547-5366	202	Mbuchanan@archbalt.org
Fiscal Services	Mr. John Matera	Controller	410/547-5442	208	Jmatera@archbalt.org
	Ms. Ashley Conley	Mgr./Arch. Financial Affairs	410/960-1292	205	Aconley@archbalt.org
Information Services	Mr. William Glover	Director	410/547-5539	223	Wglover@archbalt.org
	Mr. Tim Rodgers	Director of I.T. Operations	410/547-5307	224	Trodgers@archbalt.org
Risk Management	Mr. Thomas Alban	Risk Manager	410/547-5424	207	Talban@archbalt.org
Legal Contacts	Robert R. Kern, Esq.	Gallagher, Evelius & Jones	410/727-7702		
	Ryan J. Potter, Esq.	Gallagher, Evelius & Jones	410/951-1404		

GENERAL PROJECT POLICIES

LEGAL REQUIREMENTS

- Parishes, schools and other entities of the Archdiocese of Baltimore shall contact Gallagher, Evelius & Jones, Archdiocesan Legal Counsel (ALC), for all legal matters.
- Legal title to all buildings and properties (land and improvements) shall be in the name of the Archdiocese, as “The Roman Catholic Archbishop of Baltimore, A Corporation Sole.”

CONTRACTS

- All contracts for professional services (architect, engineer, planner, etc.) can only be signed by the Archbishop. Contractual agreements with a consultant shall follow the appropriate amended American Institute of Architects (AIA) or other approved form.
- Contracts over \$300,000 must be signed by the Archbishop. Projects under \$300,000 will not ordinarily be subject to full review by the ABC. Contracts under \$300,000 may be signed by the Pastor. Category I, III and IV contracts must be submitted to the DFM for review. The DFM will submit all proposed contracts to the ALC for review.
- All professional service contracts for soils investigation and engineering evaluation services required during the design process may be signed by the Pastor, Bishop, or Archbishop after review by the DFM.
- All professional service contracts for mandatory code inspection and testing services during the construction process may be signed by the Pastor, Bishop, or Archbishop after review by the DFM.
- All professional service contracts for independent onsite construction inspection or management services not required by code during the construction process shall only be signed by the Archbishop after review and approval of the DFM and ALC.
- All contracts for work in excess of \$30,000 shall be reviewed and approved by the ALC and the DFM. It is strongly recommended that contracts less than \$30,000 also be reviewed by ALC.
- All changes to any contract resulting in change of scope, credits, or extras, must be documented by a written Amendment or Change Order prepared by the

Contractor, Architect or Project Manager, and accepted by the Pastor and the Contractor or Architect as necessary.

METHOD OF DELIVERY

- Projects shall be by the Design-Bid-Build process as the AOB standard. Alternative methods of delivery, such as Construction Management, must have written permission from the Archbishop.

BONDING AND INSURANCE

Certain mandatory General Conditions for Construction and/or Architect's Contracts include but are not limited to the following:

- Contractor Performance and Payment Bonds for the full value of each Category I, III or IV contract are required in the formats stipulated (AIA Document A312). The bonding company must be approved by the Division of Insurance.
- Bid Bonds guaranteeing that a Category IV contractor will enter into a contract for the amount bid are required for the percentage of the bid amount indicated.
- Builder's Risk Insurance shall be provided by the Contractor on projects where the Contractor has full control of the building(s) unless otherwise approved by the DMS.
- General Liability is required of all contractors doing work on any AOB property. See Section 6, Appendix I.
- Professional Liability is required of all architects doing work for any AOB project. See Section 6, Appendix I.

APPLICABILITY OF CONTRACT POLICIES

	Category			
	I	II	III	IV
Contract Form	AIA/ Simplified ⁽³⁾	Simplified	AIA	AIA
Legal Review	REQ	REC	REQ	REQ
Approved by DFM	REQ	OPT	REQ	REQ
Authorized Signer	Archbishop, Aux. Bishop, Pastor, PLD	Archbishop, Aux. Bishop, Pastor, PLD	Archbishop, Aux. Bishop, Pastor, PLD	Archbishop
Bid Bond	TBD ⁽³⁾	NR	OPT	REQ
Payment Performance	REQ	NR	REQ ⁽²⁾	REQ
Builder's Risk	REQ ⁽¹⁾	NR	REQ ⁽¹⁾⁽²⁾	REQ ⁽¹⁾
Liability	REQ	REQ	REQ	REQ
AIA	-- American Institute of Architects – Standard contract form amended to meet project requirements			
Simplified	-- Form provided by ALC			
REQ	-- Required			
REC	-- Recommended			
OPT	-- Optional			
NR	-- Not Required			
TBD	-- To Be Determined			

⁽¹⁾ Provided by Contractor if Contractor has sole possession of building
⁽²⁾ Exceptions may be approved by Executive Director of the DMS
⁽³⁾ As determined by DFM and ALC

CONTRACTORS

As required for project execution, the DFM will select the contractors most qualified to bid the project (based on qualifications, availability, etc.)

Conflict of Interest – Parishioners shall **not** be retained as consultants, contractors or subcontractors except for Category II with DFM approval. Specifically, any firm where a Parishioner holds a vested interest as an owner, officer, principal or stockholder shall be automatically disqualified from consideration. Employees who are Parishioners working at an otherwise qualified firm and who do not hold a vested interest in the firm shall not be cause for that firm's disqualification for consideration. However, in the event that such a qualified firm is selected to perform the Work, those Parishioners that are employees in a management (project manager or superintendent) position shall not be used by that firm to perform the Work. Exceptions to this policy may be requested in writing by the Parish/School to the Executive Director of the DMS if consideration is in the best interest of the Parish/School and AOB. The firm must meet all standard qualification criteria.

- Competitive bidding shall be required for all new construction and renovation projects in Category I, III or IV. At least three (3) competitive bids are recommended for Category II projects.
- In some extraordinary cases, the Executive Director of the DMS may deem a project exempt from the need for competitive bids provided the Architect includes enough information in the specifications to allow the DFM the opportunity to compare the scope of the Work and price with that of others who could do similar work to ascertain that the quoted price is competitive.

The DFM will pre-qualify general contractors and certain principal trade contractors (e.g., mechanical, electrical, masonry, roofing, etc.) for all Category I and IV projects. All pre-qualified contractors must submit documentation concerning their compliance with EEO guidelines, relevant statistical information and benefits.

- A contract for specific services shall be executed upon selection.
- Only licensed, insured and certified contractors shall perform the removal of any hazardous materials (e.g., asbestos, oil tanks, etc.)
- Certificates of all insurance covering the General Contractor shall be filed with the AOB Division of Insurance with copies to the DFM for its records.

**Archdiocese of Baltimore
MINIMUM INSURANCE REQUIREMENTS**

ARCHITECTS

- Any architect performing work for the AOB must be approved by the DFM for all project categories.
- Certificates of all insurance covering the Architect shall be filed with the AOB Division of Insurance with copies to the DFM for its records.
- Any architect to be retained for programmatic, feasibility or site/space planning (master plan) studies shall be selected and assigned by the DFM from the pre-qualified list.
- Any architect considered for Category IV projects must be selected from the AOB list of pre-qualified firms as established by the DFM. The DFM will recommend no more than three (3) firms from the specific lists to be solicited by a Request for Proposal (RFP) and interviewed by a Project Selection Committee under the guidance and approval of the DFM for final selection. The Project Selection Committee shall be chaired by a member of the DFM and composed of the Pastor, Parish project chairperson and two (2) members of the ABC.
- A contract for specific services shall be executed upon selection and approval.
- Any structural changes required to any property must be designed and inspected by a registered structural engineer approved by the DFM. Structural changes cover any modifications to the building/property that compromise the safety or integrity of a structure or site.
- Renovations, modifications or additions to other major building systems (e.g., mechanical, electrical, roofing, etc.) must be reviewed by a qualified consultant before execution of any contract.
- The Architect for any project shall comply with the AOB “Electronic Standards for Facilities Management and Design,” as established by the DFM.

PROJECT/CONTRACT ADMINISTRATION

- The Contractor and Architect shall be required to carry liability and property damage insurance in amounts and with companies approved by the Archdiocesan Division of Insurance. The amounts of insurance and the carrier shall not be changed without obtaining approval of the Division of Insurance 30 days in advance of such change.
- Prior to bid, assignment of Builder’s Risk Insurance shall be made by the Archdiocesan Division of Insurance. Certificates shall be issued and distributed as appropriate.

- Copies of any asbestos-related work documents must be filed with the DFM and, if applicable, with the school principal for updates to the Asbestos Management Plan in accordance with AHERA.

OTHER POLICIES

STEWARDSHIP AND DEVELOPMENT

- All fund-raising activities shall be conducted in strict conformity with federal, state and local laws.
- In particular, no consideration (such as a discount or reduction on school tuition) shall ever be offered in return for a tax-deductible contribution (such as offertory contributions).
- The need for a capital campaign shall be an element of the project feasibility plan. All capital campaigns shall be approved by the Archbishop and the Archdiocesan Departments of Development and Management Services in advance of the project or campaign initiation.

STANDARD REPORTING

- Before a project can be approved, all required AOB reports must be filed for the Parish/School. This requirement holds throughout the stages of the project.
- Additionally, all cathedraticum payments, insurance bills and other open items must be paid in full.

HANDICAPPED ACCESSIBILITY

All new construction and renovation projects must fully comply with current laws, codes and ordinances for persons with disabilities.

Every reasonable and practical effort shall be made to bring all existing buildings and properties into full compliance, especially in the course of renovation projects.

Guidelines and policies as further set forth by the Archdiocese of Baltimore, United States Catholic Conference of Bishops (e.g., Built of Living Stones) or other Roman Catholic governing body must be adhered to and applied to all capital projects.

ENVIRONMENTAL ISSUES

Because of stringent federal and state laws regarding hazardous materials, any workers involved with demolition, additions, or renovations must be notified of those areas of any building that contain such materials. All federal, state and local laws or regulations must be complied with fully. The DFM must be contacted in advance for coordination.

In school buildings, asbestos-containing materials are clearly indicated in the Asbestos Management Plan. The Plan is required by law to be kept on file in the principal's office and be available for inspection by workers. A duplicate record copy must be maintained by the DFM.

Qualified professional personnel should carefully examine the church, rectory or other buildings that were not part of the school inspection, before any suspect building material is disturbed.

LAND AND PROPERTY

PROPERTY PURCHASE

Parishes and other legal entities of the AOB are responsible for reimbursement to the Archdiocese for properties purchased by the Archdiocese on behalf of the Parish/entity or mission. In most cases, the reimbursement cost shall consist of the purchase price, any other acquisition and maintenance costs and an investment opportunity cost for the period between the original purchase by the Archdiocese and future reimbursement by the Parish/mission. The investment opportunity cost, as well as any loans associated with the reimbursements, shall be tied to a one (1) year treasury bill index or such other measure approved by the Archdiocesan Priest Council (APC). The Archbishop may approve the purchase of office/residential space for use by a newly formed Parish/mission.

UNIMPROVED PROPERTY

In most cases, the AOB shall not consider the purchase of less than fifteen (15) to twenty (20) acres for a Parish/mission site.

MAINTENANCE

ORDINARY MAINTENANCE

The Parish and School operating budgets shall make provision for the performance of routine repairs and maintenance. Budgets shall include all labor, materials, supplies and maintenance contracts. The objective shall be to budget sufficient funds to operate the facilities at an acceptable level and to prevent an accumulation of deferred maintenance work.

EXTRAORDINARY REPAIRS AND REPLACEMENTS

These costs shall be budgeted separately each year. They cover major elements of the facility and are usually beyond the scope of the maintenance staff or committee (e.g., a new roof, replacement of HVAC equipment, windows, roads, parking lots, etc.), or repairs that change the appearance of the structure. Conformance to building and fire codes generally falls within this definition. The DFM shall coordinate and provide appropriate consultants for inspection or evaluation.

FINANCIAL POLICIES

The following policies apply to all projects except Category II. Any Parish expecting to borrow funds for the construction or substantial expansion or renovation of any Parish facility must have the prior approval of the Archbishop. This approval will be determined during the Needs Analysis Study described in Section 4, p. 4-1, "Preliminary Analysis and Planning."

The DMS must confirm that, unless exceptional circumstances exist, the following seven (7) requirements have been satisfied before project approval can be given:

1. To plan for operating contingencies, the Parish/School must have at least four (4) months of operating cash available or in the Interparish Loan Fund (IPLF). This is in addition to the amounts that a Parish is allowed to hold.
2. The Parish or School is required to have cash of at least 50 percent of the required Total Project Cost (TPC) on-hand (or previously expended on the project) prior to bid solicitation, and have completed a budget or financial plan to complete the project. An additional 15 percent must be collected prior to project completion.

For Heritage of Hope projects, 40 percent must be on-hand, and an additional 10 percent by completion of construction.

3. The level of financing for any Parish/School construction/renovation project shall not exceed 35 percent of the TPC. For Heritage of Hope approved projects, the debt level cannot exceed 50 percent. TPC includes, but is not limited to, construction costs and fund-raising costs, architect/engineering fees, furnishings, escalation estimates and appropriate project contingency reserves per the Project Cost Data Form.
4. The term on any loan required for construction or renovation shall not exceed ten (10) years. The term shall not exceed twelve (12) years for Heritage of Hope projects. The Archdiocesan Loan Committee in consultation with the parish will make actual determination of the loan term and amount.
5. All projects costing over \$2.0 million or with expected debt of \$1.0 million or more must be approved by the College of Priest Consultors and BOFA.

The limit for direct debt or for contingent liabilities of the AOB will be determined by a formula approved by the BOFA.

6. Project increases in TPC of more than 5 percent must be approved by the DMS.
7. The BOFA, with staff assistance, shall review the contingent liability level on an annual basis at its Fall Meeting. Due to the need to preserve the credit rating of the

AOB, this latter requirement will not be waived. Priorities for authorization under this requirement will be assigned by the Executive Director of the DMS in consultation with the appropriate Divisions of the Department.

CATEGORY II PROJECTS

Generally, debt is not permissible for Category II projects. However, if the entity does not have sufficient funds on hand to complete the project, financial agreements must be approved by the DMS prior to the initiation of the project.

FUND-RAISING CAMPAIGN APPROVAL

If a fund-raising campaign is planned, a request form, "Permission to Conduct a Fund-Raising Campaign," must be submitted to the Executive Directors of Management Services and Development.

TAX EXEMPTION APPROVAL

A cathedralic tax exemption for an approved fund-raising campaign may be granted for new construction, reconstruction or loss reconstruction to the extent not covered by insurance.

This exemption should be requested on the Archdiocesan Request Form and submitted to the Executive Director of the DMS.

The Archbishop, based on review and recommendation from the Executive Director of the DMS, must approve all requests for any tax exemption. Exemptions, unless otherwise approved, will be limited to one (1) campaign (maximum three (3) years) and one (1) campaign extension (maximum three (3) years).

PROJECT FINANCING

Projects will be funded from the IPLF or Archdiocesan Loan Fund. To provide low-rate loans for capital projects, the Archdiocese has established lines of credit with financial institutions at favorable terms and conditions.

The borrower must submit the following specific project information:

- The specific reason for the loan application.
- The estimated costs of the project being funded in the standard format required by the AOB.
- The projected source of funds for repayment of the loan and estimation of probability of receipt of such funds.
- An operating budget for the present Parish/School facilities and projected for three (3) years after project completion.

- Updated information provided at least quarterly.
- The maximum amount of the loan will not exceed the borrowing level for the project as approved by AOB policy.
- Before advances are made, the Parish/School must provide documentation as to its compliance with the AOB policy for cash-in-hand to begin a project.
- Provide reasonable projections (including lists of pledges receivable and collection projections) indicating that the borrower will meet its minimum cash requirement at the time of completion of the project.
- A quarterly Capital Projects Report must be submitted with the regular Parish quarterly financial report.

PROCEDURES

INTRODUCTION

The development and execution of a capital project follows a standard process regardless of the type of facility or its cost. The construction industry has developed standard procedures for development, project design, execution and management. These standards as described below have been adapted to meet the specific needs and policies of the AOB. Members of the ABC may be assigned to specific projects to act as a “mentor” to the Pastor, principal, etc.

PROJECT CONCEPT/FEASIBILITY

The Pastor and pastoral staff discuss with the Parish Council and the Vicar Bishop the need and feasibility of a new construction or renovation project. The Pastor then writes to the Archbishop, with copies to the Vicar Bishop and Executive Director of the DMS, describing the project, anticipated Total Project Cost (TPC), method/means of funding, and requesting permission to initiate the process.

Recommendations from departments affected by the project will be submitted to the Archbishop for response. No other step is to be taken, nor is any consultant (architect, engineer, planner, interior designer, etc.) to be retained, until the Pastor has received written permission to proceed from the Archbishop.

A condition assessment for each building in the Parish/School complex performed within the past twelve (12) months must be on file with the DFM before a response will be made.

PRELIMINARY ANALYSIS AND PLANNING

If the situation warrants, the Parish will be asked by the DMS to compile and submit a Needs Analysis Report. This study must indicate the present and future needs of the Parish, and the present and future use of its buildings and property. This assessment should be a summary report.

The Needs Analysis Report should lead to the development of a programmatic spatial and site master plan for its buildings and property.

The DMS shall assign selected pre-approved consultants (architects, planners, etc.) to work with the Parish to develop these plans. A Project Manager (PM) from the DFM shall be assigned to oversee the third-party services and coordinate the plans with the Parish. Costs of services shall be borne by the Parish under standard AOB contracts.

The DMS may require an on-site meeting at the Parish to review the Needs Analysis Report and offer the assistance of AOB offices for the project(s). The Executive Director of the DMS shall then make a recommendation to the Archbishop.

CONCEPT APPROVAL

Once written permission to proceed has been given by the Archbishop, staff of the DMS shall meet with the Parish to discuss AOB construction and fiscal policies and any specific stipulations. The following committeees of the Parish shall then continue work on the project:

- **BUILDING COMMITTEE**

Includes the Pastor, and is typically composed of four (4) to six (6) lay Parish leadership or staff experienced in the programmatic requirements of the project or professional experience in the development, design or execution of buildings or building systems. The Building Committee shall work in consultation with the DFM in the selection of an architect from the AOB approved lists.

Work with the DFM to develop a broad outline of the tentative requirements together with a cost estimate. The Parish shall use the Project Cost Estimate Worksheet as a planning guide for the construction process. If the project is a renovation, the DFM must ensure that a qualified licensed architect makes a thorough assessment of the entire building to ascertain the soundness of all major building systems before proceeding. At this stage of the process, the DFM shall select a qualified architect from the AOB-approved list. This architect may be considered for the future development of documents for the total project.

- **FINANCE COMMITTEE**

Develops the Financial Plan (income and expense, and cash flow projections) to execute the project considering the institution's operating budget, cash reserves and any fund-raising campaign. A minimum five (5) year operating projection for the institution should be prepared to include the operating and depreciation (replacement) costs for the project and other facilities of the Parish.

The Pastor may, at his discretion, require a written report from either committee.

- **PARISH PROJECT TEAM**

A Parish Project Team shall be formed to oversee the project on an on-going basis. This team shall include the Pastor, Building Committee Chair, Finance Committee Chair, DFM and other member(s) as deemed appropriate by the DMS and the Pastor.

FORMAL REQUEST FOR PROJECT APPROVAL

If the Parish Council or School Board recommends the project and the Pastor approves, the Pastor is to forward to the Executive Director of the DMS all relevant material including:

- A financial statement listing all assets and liabilities.
- An explanation of financial and fund-raising projections.

- A statement of all reasonable alternatives to building or renovating, including the possible use of neighboring facilities.
- A project scope and an estimate of the TPC including the construction cost, site development, landscaping, furnishings, professional fees, contingency and inflation as developed by the DFM using the standard Project Cost Estimate Worksheet.

PROJECT DESIGN/DEVELOPMENT

Following receipt of a favorable response from the Archbishop upon the recommendation of the DMS, the project design/development can begin.

- The DFM shall prepare the contract for services with the Architect. Any contractual agreement with an architect must follow the appropriate AIA form and be submitted to the DFM for review by ALC.
- Typically, building design contracts shall be separated into two phases: 1) schematic design and 2) design/development through construction administration. A requirement shall be made in the second contract for the provision of record documents to be completed and delivered at the conclusion of the project.
- Upon review and approval, the Executive Director of the DMS shall submit the contract for the Archbishop's signature.

PROJECT PHASES

PHASE I – MASTER PLAN/FEASIBILITY

The DFM will select an architect (or architects) from an approved list to develop and complete this phase of the Work. After the necessary contract is prepared and executed by the Archbishop, the Architect(s) will:

1. Meet with the DFM, Pastor and Parish Building Committee about policies of the AOB and the experience and expectations of the DMS.
2. Develop a site plan showing existing conditions to include boundaries, land contours, zoning/development restrictions (e.g. wetlands, steep slopes, woodland, soils, cemeteries, etc.), all utilities (water, sewer, electric, gas, cable) and all existing improvements (buildings, paving, etc.) Special considerations such as historic designations must also be identified.
3. Based on the Needs Analysis Report, prepare a spatial program for approval by the Pastor, Parish Building Committee and the DMS.
4. Based on the approved spatial program, prepare a master plan of the entire campus for approval by the Pastor, Parish Building Committee and the DMS.
5. A building condition assessment and a hazardous material survey, per OSHA requirements, must be completed for any/all buildings before any project is planned or undertaken.
6. The ABC shall review and approve the final plan.

PHASE II – SCHEMATIC DESIGN

The DFM shall select for consideration no more than three (3) architects from the AOB-approved list using a Request for Proposal (RFP) method. The final selection shall be made by an interview committee chaired by the DFM and composed of the Pastor, Parish Building Committee Chair and two (2) representatives of the ABC. The Architect's services shall be secured using the standard AOB contract, reviewed by ALC and signed by the Archbishop.

Based on the approved spatial program and master plan, schematic drawings for the Work contemplated shall be prepared by the Architect. The DFM and Parish shall review these documents and schedule a review by the ABC. The Pastor must be present at the meeting at which this review is performed. Following DMS and ABC approval, and any necessary revisions, the project will be recommended to the Archbishop for his approval.

Required deliverables for this phase of the Work are:

1. Design documents including the approved master plan, detailed site plan showing all existing conditions and restrictions, floor plans, and building elevations.
2. Project Cost Estimate Worksheet prepared by the DFM in consultation with the Parish and Architect. An approved contractor may be used for estimating construction costs at this time.

PHASE III – DESIGN/DEVELOPMENT

Following approval by the Archbishop, the DFM shall prepare a contract for the design/development plans, construction documents, bid services, construction administration and project closeout by the Architect on a standard AIA form as modified by ALC, approved by the DFM and signed by the Archbishop. The Architect shall prepare design/development plans and an outline specification for the project.

These documents, together with a revised Project Cost Estimate, shall be submitted to the DFM for review and approval with the ABC in a meeting at the Catholic Center. The estimate must be obtained from a general contractor or professional estimator approved by the DFM. This estimate, together with the Capital Project Cash Budget Form, must be submitted to the DMS for approval. In the case of liturgical space, a color rendering or elevation of the interior is required. The rendering shall show such features as site lines, key liturgical furnishings and artwork elements (altar, tabernacle, crucifix, baptismal font, ambo, lectern, celebrant seating, altar server seating, gifts table, reredos screen, choir, stations of the cross, stained glass, etc.).

Required deliverables for this phase of the Work are:

1. Design documents including detailed site plan (existing and proposed), floor plans, building elevations, building sections, material/color selection board;
2. Preliminary mechanical, electrical, plumbing and structural plans;
3. Complete outline specifications; and
4. Revised Project Cost Estimate.

PHASE IV – CONSTRUCTION DOCUMENTS

With DMS approval, the design/development plans shall be expanded into construction documents (working drawings and specifications).

At the time the construction documents are 50 percent complete, the DFM must have the estimates of TPC updated, and documents and estimate submitted to the DMS for approval. One set of the contract documents must be filed with the DFM for review.

Any changes identified during this review shall be forwarded to the Architect through the DFM for inclusion in the construction documents prior to soliciting bids.

The DFM shall identify not less than three (3) bidders, who have agreed in advance to submit a bid if invited. The DFM will pre-qualify general contractors and certain principal trade contractors, (e.g. mechanical, electrical, masonry, roofing, etc.) for all Category I & IV projects. Contractors who are determined by the DMS to have discriminated in any way with respect to race, sex or national origin or to have failed to provide a living family wage reflective of the principles of social justice shall not be qualified to bid.

When the construction documents are 95 percent complete, the Architect shall submit a complete set of plans and specifications to the DFM for final review and approval prior to release for bids. Specifications shall include standard AOB General Conditions, Front-end Documents and form of contracts.

Trade packages shall include reference to any Corporate Purchasing Participants as identified by the DFM subject to the project requirements.

Construction Documents must include:

1. Statement of the right to accept/reject any and all bids;
2. AOB Standard General Conditions;
3. Statement of Owner's right to approve all principal subcontractors; and
4. Requirement for Bid-Bond equal to 5 percent of the Contractor's bid.

A pre-bid meeting shall be held by the DFM with the Architect and Parish for the benefit of all bidders to clarify the scope of work and answer any questions.

Contractors must furnish a Performance Bond and a Labor and Material Payment Bond in the total amount of the contract. The name of the bonding company must be submitted to the DFM and the Insurance Office for review and approval.

PHASE V – BIDDING

Bids shall be received and opened at the Parish, the School, the Catholic Center or other location approved by the DFM. Parishioners or related parties shall not bid on projects for their own Parish to avoid conflict of interest. Requests for exception must be submitted to and approved by the DMS.

The bids shall be evaluated by the DFM, Architect and Parish Project Team. The project shall be awarded to the lowest, qualified bidder. The ALC shall prepare for execution an agreement in quadruplicate using the appropriate amended AIA form for review and approval by the DFM.

Before the contract is signed, the DFM and Architect shall review the bid proposal in detail with the successful bidder to insure that everything in the specifications is covered by the bid. Copies of the executed agreement shall be distributed as follows:

1. One (1) original to the Pastor or Head of the Institution;
2. One (1) original to the Contractor;
3. One (1) original to the Archdiocesan Legal Counsel;
4. One (1) original to the DFM;
5. One (1) photocopy to the Design Team.

PHASE VI – CONSTRUCTION

After the contract is signed and prior to construction, a meeting of the General Contractor, all Principal Subcontractors, the Architect, DFM, the Pastor and designated Parish representative shall be held to review all aspects of the contract.

Progress meetings shall be held at least every two (2) weeks at the job site with the Contractor, Architect, DFM and Parish representative. Minutes of all meetings shall be recorded by the Architect and copies submitted to all present and interested parties.

Copies of all Change Orders shall be submitted to the DFM for its records. All Change Orders shall be documented and processed in a timely manner, following AOB policy with regard to approval. Any adjustments/changes to the authorized budget shall be approved in advance by the DMS.

Payments to the Contractor shall be made upon monthly requisitions in which the amounts to be paid are certified by the Architect and forwarded to the Project Manager. Ten percent shall be withheld from each monthly requisition until the project is substantially complete.

Professional fees shall be paid in stages as set forth in the agreement between the Architect and the AOB. Professional fees for construction administration shall be paid monthly.

Prior to AOB acceptance of the Work, the Parish, Contractor, Architect and DFM shall conduct an inspection of the Work and the Architect shall prepare a “Punch List” of all non-compliant work; the Contractor shall obtain all Use and Occupancy Permits; and the Architect shall issue the Certificate of Substantial Completion identifying the date on which the AOB was able to take beneficial occupancy and the Contractor Warranty Period initiation date for all satisfactorily completed work.

Prior to this acceptance of the Work, the Contractor shall submit all Operating and Maintenance manuals; shall train the Owner in the operation and maintenance of all systems; and shall submit to the Owner all warranties, permanent keys, and all special tools.

PHASE VII – COMPLETION AND CLOSEOUT

Final inspection is to be conducted jointly with the Design Team, PM, Pastor and Parish Representative.

Final payment to the Contractor will be made upon 100 percent completion of all punch list work including: punch list items; submission by the General Contractor and all subcontractors the Release of Liens, the Consent of Surety to Reduction in Retainage, and Consent of Surety of Final Payment; submission of record drawings to the Design Team and completion of any other requirements of the contract documents.

Final payment to the Architect is to be made following completion of all aspects of the project by the Contractor as described above, submission of record documents to the Parish and, one (1) electronic copy and completed final Project Cost Data Form to the DFM.

Record Documents must be provided for all Category I, III and IV projects. Final as-built drawings shall be provided by the various design consultants per the terms of their contract. The Consultants shall continuously maintain and provide these documents to the Parish and DFM as a part of their basic services. The as-built drawings shall be provided in hardcopy and electronic form. The electronic form of the documents shall be in the format of AutoCAD *.dxf files compatible with AutocadLite software applications per AOB instructions. All cross-referenced files and blocks shall be bound thereto and all files purged of unused layers and objects.

Drawing Execution shall conform to The U.S. National CAD Standard Version 2 for Layering, Drafting, Schedules, Organization, Symbols, Referencing, Terms, and Code Conventions.

PHASE VIII – PROJECT WARRANTY PERIOD

Latent (hidden) defects in the Work of the contract discovered within twelve (12) months after the Architects' issuance date on the Certificate of Substantial Completion and Punch List are considered warranty defects that the Contractor is required to correct at no additional cost to the Parish. Upon discovery of such defects in the Work, the Parish shall notify the Contractor of the problem in writing with copies to the design consultant and DFM.

INDEX OF FORMS IN THIS SECTION

<u>Form Title</u>	<u>Section</u>
Request for Capital Project Expenditure New Construction, Renovation, Addition.....	5-1
Capital Project Report (Quarterly).....	5-2
Request for Capital Repairs & Maintenance	5-3
Project Cost Estimate Worksheet.....	5-4
Cash Flow Projection.....	5-5
Permission to Conduct Fund-Raising Campaign Permission for Exemption from Cathedraticum Tax	5-6
Request for Loan from IPLF.....	5-7
Request for Withdrawal from IPLF.....	5-8
Building Assessment.....	5-9
Supplemental Contractor Qualification Questionnaire	5-10
Owner-Contractor Agreement	5-11



**ARCHDIOCESE OF BALTIMORE
CAPITAL PROJECT REPORT
FOR QUARTER ENDED _____**

PROJECT REPORT

Parish:	Parish Code:	Phone: (_____) _____ Fax: (_____) _____ E-Mail: _____			
Address:		Estimated Total Project Cost: \$ _____			
Report Prepared by:		Phone: _____			
Brief Description of Project:					
<u>Project Type:</u> <input type="checkbox"/> New <input type="checkbox"/> Restoration <input type="checkbox"/> Renovation <input type="checkbox"/> Expansion		<u>Building Type:</u> <input type="checkbox"/> Church <input type="checkbox"/> Parish Center <input type="checkbox"/> Multipurpose Center <input type="checkbox"/> School			
Does any of the work involve:		If so, please explain:			
<input type="checkbox"/> Roof Work <input type="checkbox"/> Liturgical Space/Changes <input type="checkbox"/> Asbestos <input type="checkbox"/> Underground Storage Tanks <input type="checkbox"/> Lead Paint <input type="checkbox"/> Other Environmental: <input type="checkbox"/> Structural Changes		_____			
PROJECT COST DETAILS:	Last Report	Change Orders	Total Project Cost This Report	Total Paid To Date	Future Payments
Construction Start Date					
Estimated Completion Date					
Estimated Costs:					
Planning					
Design					
Construction					
Other:					
Other:					
TOTAL COSTS					
PROBABLE SOURCES OF FUNDS:	Total Collected/Received to Date	To be Requested/Obtained	Total Sources of Funds	Present Balances	To be Requested/Obtained PLUS Present Balances
Heritage of Hope					
Funds on Deposit in IPLF					
Loan from IPLF					
Parish Savings					
Foundation Grant:					
New Campaign					
Other:					
TOTAL RESOURCES					
<i>To calculate the "Cash Cushion (Shortfall)", subtract "Total Costs" from "Total Resources."</i>			CASH CUSHION/(SHORTFALL)		
Approved by Pastor:	Signature:		Date:		



ARCHDIOCESE OF BALTIMORE
REQUEST FOR CAPITAL REPAIRS & MAINTENANCE

FACILITIES PROJECT
_____

Parish/School:	Parish/School Code:	Phone: (_____) _____ Fax: (_____) _____ E-Mail: _____
----------------	------------------------	---

Address:	<input type="checkbox"/> Emergency <input type="checkbox"/> Non-Emergency
----------	--

Estimated Cost: Less than \$30,000 \$30,000 to \$300,000 Greater than \$300,000

Request Made By:	Phone: (_____) _____
------------------	----------------------

Location of Repair/Maintenance Work:

Type of Work:

Does any of the work involve:	If so, please explain:
<input type="checkbox"/> Roof Work	<input type="checkbox"/> Liturgical Space/Changes
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Underground Storage Tanks
<input type="checkbox"/> Lead Paint	<input type="checkbox"/> Boilers
<input type="checkbox"/> Structural Changes	<input type="checkbox"/> Other Environmental: _____

Quote(s) Obtained? Yes No (If yes, please attach copies.)

Possible Vendor(s):	Amount
_____	\$ _____
_____	_____
_____	_____

PROBABLE SOURCES OF FUNDS:	<i>Currently Available</i>	<i>To Be Requested/Obtained</i>	<i>Total</i>
Funds in Hand: _____	\$ _____	\$ _____	\$ _____
Funds on Deposit in IPLF	_____	_____	_____
Loan from IPLF	_____	_____	_____
Loan from Bank	_____	_____	_____
Capital Campaign Request	_____	_____	_____
Foundations: _____	_____	_____	_____
Lenten Appeal	_____	_____	_____
Other: _____	_____	_____	_____
TOTAL		_____	_____

REVIEWED BY:	<i>Signature</i>	<i>Date</i>	REVIEWED BY:	<i>Signature</i>	<i>Date</i>
Pastor /PLD	_____	_____	Lay Corporator	_____	_____
Principal /President	_____	_____	Vicar Bishop	_____	_____
Pastoral Council President	_____	_____	Exec. Dir./CFO	_____	_____
Finance Committee Chair	_____	_____	Director/Facilities	_____	_____
Lay Corporator	_____	_____	_____	_____	_____

Authorization given to: _____
By: _____
Date: _____

PHASE	Original Date
Schematic	_____
Design Devel.	_____
Construction	_____
Close Out	_____
	Revision Date
	Revision No.

PROJECT COST ESTIMATE WORKSHEET

Parish: _____
 Project: _____
 Square Footage: _____

SECTION 1: CONSTRUCTION COST

1. Site Work:

Demolition	_____
Site Grading	_____
Storm Water Management	_____
Site Utilities	_____
Roads & Parking Lots	_____
Off Site Improvements	_____
Landscaping	_____
Other	_____

TOTAL SITE WORK COST \$ _____ -

2. Building:

Building (Architectural/Structural)	_____
Interior Construction	_____
Mechanical	_____
Electrical	_____
Fire Protection	_____
Elevator	_____
Special	_____
Other	_____
Contractor's Overhead/Profit	_____

TOTAL BUILDING COST \$ _____ -
 TOTAL CONSTRUCTION COST \$ _____ -

SECTION 2: FEES

Construction Manager _____
Architects/Engineers _____
Consultants _____
Reimbursables Design Exp. _____
Other _____

TOTAL FEE EXPENSE \$ _____ -

SECTION 3: EQUIPMENT

Furnishings/Draperies _____
Liturgical Appointments _____
Kitchen Equipment _____
Special Equipment _____
Other _____

TOTAL EQUIPMENT COST \$ _____ -

SECTION 4: RELATED EXPENSES

Soil Borings _____
Testing & Inspection _____
Surveys _____
Permits _____
Jurisdictional Fees _____
Telephone System _____
Security System _____
Hazardous Substance Removal _____
Builder's Risk Insurance _____
Bonds _____
Relocation Cost _____
Moving & Storage _____
Financing _____
Other _____

TOTAL RELATED EXPENSES \$ _____ -

SECTION 5: ADMINISTRATION

Owner's Direct Expenses _____
Other _____

TOTAL ADMINISTRATION COST \$ _____ -

SECTION 6: PROJECT CONTINGENCY

Contingency _____

TOTAL CONTINGENCY \$ _____ -

SECTION 7: ESCALATION

2001 _____
2002 _____
2003 _____
2004 _____
2005 _____

TOTAL ESCALATION \$ _____ -
TOTAL ESTIMATED PROJECT COST \$ _____ -

Comments:

Prepared by: _____

CASH FLOW PROJECTION

(Parish)

As of

ACTIVITY BY QUARTER/MONTH

SOURCES OF FUNDS

HERITAGE OF HOPE

OTHER CAMPAIGN FUNDS (List):

INTERPARISH LOAN FUND

OTHER INVESTMENTS (List):

TOTAL BANK DEBT

OUTLAYS

PLANNING

DESIGN

CONSTRUCTION

OTHER (List):

TOTAL QUARTERLY/MONTHLY FLOW CUMULATIVE CASH FLOW

**ARCHDIOCESE OF BALTIMORE
REQUEST FORM**

Parish: _____ Parish Number: _____

Address: _____

PERMISSION TO CONDUCT A FUND-RAISING CAMPAIGN

1. Purpose of the fund-raising campaign. *Please explain specifically, e.g., renovate school, etc.*

2. Total cost of project being planned. *Please attach copies of any estimates.* \$_____

3. Total dollar amount of the campaign goal. *Include costs of campaign in total goal, but indicate cost amount separately.*

Goal: \$_____ Fund-Raising Cost: \$_____

4. Does the parish have on hand any funds which would be applied to the goal?

No _____ Yes _____ (*If yes, indicate amount to be applied: \$_____.*)

5. Will the parish need a loan?

No _____ Yes _____ (*If yes, indicate loan amount needed: \$_____.*)

6. Who will be responsible for conducting the campaign? List name(s) of individual(s) chairing the effort as well as name and address of professional consultant.

7. Time period for the campaign. *Please indicate month and year for both dates.*

Begin: _____ End: _____

Method(s) to be used in raising the desired amount (e.g., personal visitation.) Please be specific and complete, including when each activity will begin and end, and, if more than one method will be used, in what order each will occur (e.g., 1st: personal visits for major gifts; 2nd: mailings; 3rd: in-church solicitation).

PERMISSION FOR EXEMPTION FROM CATHEDRATICUM TAX

9. Does the parish wish to have any or all funds raised exempted from the Cathedraticum Tax?

Yes _____ No _____ (*If yes, indicate amount to be exempted: \$_____.*)

Pastor's Signature: _____ Date: _____



ARCHDIOCESE OF BALTIMORE
REQUEST FOR LOAN FROM IPLF

To: EXECUTIVE DIRECTOR, MANAGEMENT SERVICES	From: Title:		
Parish:	Parish Code: Phone: (_____) _____ Fax: (_____) _____ E-Mail: _____		
Address:			
Amount of Loan Requested:	Date Needed:		
Purpose of Loan:			
Prepared by:			
Pastor Signature:			
APPROVAL:	Signature	Date	
Exec Director Mgmt. Services			
CFO			
For Fiscal Services Use: Please complete this section and file a copy of this form in the parish IPLF file.	Check #:	Issue Date:	Disposition:



ARCHDIOCESE OF BALTIMORE
REQUEST FOR WITHDRAWAL FROM IPLF

To: EXECUTIVE DIRECTOR, MANAGEMENT SERVICES	From: Title:		
Parish:	Parish Code: Phone: (_____) _____ Fax: (_____) _____ E-Mail: _____		
Address:			
Amount of Withdrawal:	Date Needed:		
Purpose of Withdrawal:			
Prepared by:		Date:	
Pastor Signature:			
APPROVAL:	Signature	Date	
Exec Director Mgmt. Services			
CFO			
For Fiscal Services Use: Please complete this section and file a copy of this form in the parish IPLF file.	Check #:	Issue Date:	Disposition:

BUILDING ASSESSMENT

Parish/School: _____ No: _____ Date: _____

Address: _____

I. GENERAL INFORMATION

Year Constructed _____ Overall Condition: G ___ F ___ P ___

Overall Building Size: Length _____ Width _____ # of Floors _____

Basement: Full ___ Partial ___ Finished ___ Unfinished ___

II. BUILDING EXTERIOR

A. SITE

Paving: G ___ F ___ P ___ Walks & Steps: G ___ F ___ P ___

Fences: G ___ F ___ P ___ Walls: G ___ F ___ P ___

Handicapped Provisions: G ___ F ___ P ___

Site Lighting: G ___ F ___ P ___

Work Needed:

Timing: ASAP ___ Years ___ Cost: \$_____

B. ROOF

Age (Last replaced:) _____ Condition: G ___ F ___ P ___

Slope: High ___ Low ___ Flat ___

Structure: Wood ___ Steel ___ Concrete ___

Cover: Shingles ___ Slate ___ Tile ___ Tar (chip) ___ Metal ___

Gutters & Downspouts: Aluminum ___ Copper ___ Galvanized ___

Concealed: Yes ___ No ___ Condition: G ___ F ___ P ___

Lightning Protection: Yes No

Condition: G F P Needs Repair _____

Work Needed:

Timing: ASAP Years

Cost: \$_____

C. WALLS

(Indicate %) Brick Stone Wood Metal

Condition: G F P

Painting: G F P

Work Needed:

Timing: ASAP Years

Cost: \$_____

D. DOORS

Condition: G F P Weathertight: Yes No

Hardware: G F P Panic Devices: Yes No

Work Needed:

Timing: ASAP Years

Cost: \$_____

E. WINDOWS

Ordinary Glass Stained Protective Storm

Thermal Screens Glazing: G F P

Condition: G F P

Work Needed:

Timing: ASAP ____ Years ____

Cost: \$_____

F. PAINTING

Condition: G ____ F ____ P ____

Work Needed

Timing: ASAP ____ Years ____

Cost: \$_____

III. BUILDING INTERIOR

A. FLOOR STRUCTURE

	Steel	Wood	Concrete	Condition		
				G	F	P
Basement						
First						
Second						
Third						
Fourth						

Work Needed

Timing: ASAP ____ Years ____ Cost: \$_____

B. Finishes

	Floors			Ceilings			Walls			Painting-Interior		
	G	F	P	G	F	P	G	F	P	G	F	P
Basement												
First												
Second												
Third												
Fourth												

Work Needed

Timing: ASAP ____ Years ____ Cost: \$_____

C. DOORS

Condition: G ____ F ____ P ____ Proper Rating: Yes ____ No ____

Transoms or Louvers: Yes ____ No ____

Hardware Condition: G ____ F ____ P ____

Work Needed:

Timing: ASAP ____ Years ____ Cost: \$_____

D. PLUMBING

Water Piping: Copper ____ Galvanized ____ PVC ____

Condition: G ____ F ____ P ____ Water Tested for Lead? Yes ____ No ____

Restrooms:

Level	Basins	Showers	Toilets	Urinals	Overall Condition			Handicapped Access
					G	F	P	
Basement								

Work Needed:

Timing: ASAP ____ Years ____ Cost: \$_____

E. KITCHEN/FOOD SERVICE

Cooking Equipment: Electric ____ Gas ____ Condition: G ____ F ____ P ____

Hood: Yes ____ No ____ Condition: G ____ F ____ P ____

Auto. Exiting Sys.: Yes ____ No ____ Condition: G ____ F ____ P ____

Work Needed:

Timing: ASAP ____ Years ____ Cost: \$_____

F. HVAC

Age: Years _____

Heat: Steam ____ Hot Water ____ Hot Air ____ Fuel ____

Fuel: Oil ____ Gas ____ Electric ____

Equipment located in this building: Yes ____ No ____ (if not, where
_____)

Service Contract: Yes No Last Serviced: _____

Oil Tank: Size (gallons) _____ Underground: Yes No

Hot Water Heater: Size (gallons) _____ Gas Electric Steam

Air Conditioning: Central Window (# of units _____)

Service Contract: Yes No

Ceiling Fans: Yes No

Locations: _____

Restroom Ventilation: G F P

Work Needed:

Timing: ASAP Years Cost: \$_____

G. ELECTRICAL

Lighting: G F P Energy Efficient: Yes No

Wiring/Circuits: G F P Fuses: Yes No

Overload Problems: Yes No Grounded: Yes No

Service Size: _____

Work Needed:

Timing: ASAP Years Cost: \$_____

H. SAFETY SECURITY

Automatic Sprinklers (% of Building) _____ Service Contract: Yes No

Smoke Detectors: Yes No # _____

Fire Alarm: Yes No

Rings on Building: _____ Rings to Fire Department: Yes No

Last Tested: _____ Pull Stations Adequate: Yes No

Fire Extinguishers: Yes No Last Serviced _____

Burglar Alarm: Yes No

Sounds Where? _____

Stairways Enclosed: Yes No

Work Needed:

Timing: ASAP Years

Cost: \$_____

I. ENVIRONMENTAL

Asbestos: G F P Randon Test: Yes No

Lead Paint: Yes No

Work Needed:

Timing: ASAP Years

Cost: \$_____

J. MISCELLANEOUS

Elevator: Yes No Condition: G F P

Handicapped Access: Yes No Condition: G F P

Work Needed:

Timing: ASAP Years

Cost: \$_____

SUMMARY

Total Estimated Cost: \$ _____

SUPPLEMENTAL CONTRACTOR QUALIFICATION QUESTIONNAIRE

1. General Information

- 1.1 Name of individual completing this questionnaire and company position/title:**

Name: _____

Title: _____

Phone Number: _____

- 1.2 Have other names been used to represent substantially the same personnel, resources, or ownership that comprise this company? _____
Yes _____ No. If yes, please provide names and explain:**

- 1.3 Does this company or those controlling it own or control another general contractor firm or masonry, roofing, mechanical, plumbing, or electrical subcontracting firm? _____ Yes _____ No. If yes, please provide names and explain:**

- 1.4 List memberships in any trade organizations/associates; (e.g., ABC, AGC, Building & Congress Exchange, Building Trades Council, etc.)
Include years of membership.**

2. Company Organization

- 2.1** Provide a brief narrative as to company organization, size and structure:
- 2.2.** Identify all locations of operations (offices, shops, years) in addition to principal address.
- 2.3** Total number of employees currently employed by your company:

_____ Full time _____ Part time

Are any of these people "Contract Employees" ____ Yes ____ No

Describe their number and role in the Company Operations:

- 2.4** Total number of minority employees currently employed by your company:

_____ Full time _____ Part time

- 2.5** Is the Company a Certified MBE/WBE? ____ Yes ____ No

State of Maryland MBE/WBE ____ City of Baltimore MBE/WBE ____

- 2.6 Identify the three (3) highest positions held by minority employees in your company.

- 2.7 Has any equal employment opportunity claim been brought against your company in the last three (3) years? _____ Yes _____ No. If yes, explain.

2.8 Equal Employment Opportunity Certification

The undersigned hereby certifies that this company does not and will not discriminate against any employee or applicant because of their race, creed, color, or national origin in connection with their employment promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training.

3. Financial

- 3.1 Bonding Company: _____

Bonding Capacity: _____

- 3.2 Has any bonding company refused to write a bond on any part of your construction projects? _____ Yes _____ No. If yes, explain.

3.3 Has your firm ever been delinquent (in excess of 120 days late) in payments to subcontractors and/or supplier? _____ Yes _____ No. If yes, explain.

3.4 Property/Casualty Insurance

A. General Liability

Current Carrier _____ Policy # _____
Coverage Limits _____
Occurance _____ Aggregate _____
Effective Date _____ Expiration Date _____

B. Automobile Liability

Current Carrier _____ Policy # _____
Coverage Limits _____
Occurance _____ Aggregate _____
Effective Date _____ Expiration Date _____

C. Excess Liability

Current Carrier _____ Policy # _____
Coverage Limits _____
Occurance _____ Aggregate _____
Effective Date _____ Expiration Date _____

D. Workers Compensation

Current Carrier _____ Policy # _____
Coverage Limits _____ Each Accident _____
Disease Policy Limit _____
Disease Each Employee _____

4. Personnel/Benefits

4.1 Identify specific classification of personnel with current workforce.

Employee Classification (Trades)	No. of Employees	Turnover Rate	Average Years Employed with Company

4.2 Do you have an educational/training program available for your employees or do you participate in programs by trade organizations?
 Yes No. If yes, briefly describe. Identify any cost borne by the employee.

4.3 Do you provide health insurance coverage for your employees?
 Yes No. If no, go to question 4.4.

4.3.1 Briefly describe your requirements to be eligible for health insurance coverage (i.e., position, number of hours worked per week, etc.)

4.3.2 Name of your health insurance company or companies.

4.3.3 Briefly describe the type of health plan(s) you offer, including deductibles and level of coverage after deductible (i.e., 80%, co-payments, etc.)

4.3.4 List the employee cost for the health insurance coverage.
(Use the space for multiple plans if applicable).

	Plan A	Plan B	Plan C	Plan D
Individual Coverage	_____	_____	_____	_____
Family Coverage	_____	_____	_____	_____

4.4 Do you provide sick leave and/or short term disability? _____ Yes _____
No. If no, go to **4.5.**

4.4.1 Briefly describe your requirements to be eligible for sick leave and/or short term disability, (i.e. position, number of hours worked per week, etc.)

4.4.2 Briefly describe your sick leave and/or short term disability plan(s).

4.5 Do you provide retirement benefits? _____ Yes _____ No. If no, go to **4.6.**

4.5.1 Briefly describe your requirements to be eligible for retirement benefits, (i.e., position, number of hours worked per week, years employed, years before vested, etc.)

4.5.2 Briefly describe your retirement plan(s).

4.6 Do you provide vacation benefits? _____ Yes _____ No. If no, go to
4.7.

4.6.1 Briefly describe your requirements to be eligible for vacation benefits, (i.e., position, number of years with company, number of hours worked per week, etc.)

4.6.2 Briefly describe your vacation plan(s).

4.7 Briefly describe any other benefits provided to your employees.

5. Safety/Security

5.1 Do you have a drug and alcohol prevention and/or treatment program in place for all workers? _____ Yes _____ No. If yes, briefly describe.

- 5.2 List your firm's "Worker's Compensation Experience Modification Rate" for the current and past 2 years.

20____% 20____% 19____%

- 5.3 Please use your last year's OSHA No. 200 Log to fill in:

- 5.3.1 Number of lost workday cases _____
5.3.2 Number of restricted workday cases _____
5.3.3 Number of cases with medical attention only _____
5.3.4 Number of fatalities _____
5.3.5 Employee hours worked last ____ (do not include any non work time, even though paid).

- 5.4 Do you have a written Safety Program for field operations? ____ Yes
____ No.

- 5.4.1 Do you conduct Project Safety Inspections? ____ Yes
____ No. If yes, who from the site staff conducts these inspections? Title: _____

How often? _____

- 5.4.2 Do you have a home office safety representative who visits and inspects the job? ____ Yes ____ No. If yes, Name _____ Title _____

How often will the representative visit the site? _____

Who does the representative report to?
Name _____ Title _____

- 5.4.3 Do you hold site Safety Meetings of Supervisors? ____ Yes
____ No. If yes, how often? _____
Who conducts these meetings? _____

- 5.4.4 Do you hold craft "toolbox meetings"? ____ Yes ____ No. If yes, how often? _____
Who conducts these meetings? Title _____

5.4.5 Please list any OSHA/MOSHA violation citations which you have received over the last three (3) years.

- 5.5 Do you have a License issued by the Maryland Department of the Environment to remove and/or encapsulate asbestos? Yes
 No. If yes, License No. _____ Expiration Date _____. Attach a project list for the last 2 years and description including value.
- 5.6 Do you maintain a chemical information list and Material Safety Data Sheets for all hazardous chemicals used, as specified in the Maryland "Right-to-Know" Law? Yes No.

The undersigned warrants and represents that based on personal knowledge and review of the company's books and records, the data provided above is accurate in every respect. The Archdiocese of Baltimore reserves the right to disqualify any company which has provided incorrect information or has made an untrue representation in connection with the completion of AIA A305 and this supplementary questionnaire.

By: _____

Title: _____

Phone Number: _____

Date: _____

ADDITIONAL INFORMATION REQUESTED FOR COMPLETION OF AIA A305:

3.4, 3.5 For general contractors, construction managers, include for each project the names and addresses of the masonry, roofing, mechanical, plumbing, and electrical subcontractors. If work was performed by your own forces on a particular project, please so indicate.

3.6 Include all principal members and project field superintendents of your organization with construction experience, identifying position, years experience, years with this company, projects worked on in past 3 years and capacity if different from present.

(See Attachment "A")

ATTACHMENT "A"

Personnel Experience

Name: _____ Title/Position _____

Years construction experience _____ With company _____

List projects worked on in past 3 years and capacity served

Name: _____ Title/Position _____

Years construction experience _____ With company _____

List projects worked on in past 3 years and capacity served

Name: _____ Title/Position _____

Years construction experience _____ With company _____

List projects worked on in past 3 years and capacity served

APPENDIX I – INSURANCE REQUIREMENTS

<u>Title</u>	<u>Page</u>
Professional Consultants.....	6-2
Contractors	6-4
Environmental Contractors.....	6-6
Builder's Risk.....	6-8

**Archdiocese of Baltimore
MINIMUM INSURANCE REQUIREMENTS**

PROFESSIONAL CONSULTANTS

All Professional Consultants providing service to the Archdiocese or any of its entities are required to provide a CERTIFICATE OF INSURANCE to the Archdiocese of Baltimore and the entity. All Insurance policies shall be in form, amounts and with such companies that are reasonably acceptable to the Archdiocese.

PROFESSIONAL LIABILITY INSURANCE

During the term of this agreement, the Professional Consultant shall maintain Professional Liability Insurance that will defend suits instituted against the Consultant for negligence arising out of work performed, and/or pay any damages set by a court, subject to policy limits.

Professional Liability	\$1,000,000
------------------------	-------------

WORKERS' COMPENSATION INSURANCE

Consultants shall maintain Workers' Compensation Insurance as required by Maryland State Statutory Requirements including the All States and Voluntary Compensation endorsements if there is more than one employee performing work within the scope of their expertise on site at an Archdiocesan location.

Each Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

REQUIRED ADDITIONAL INSURED CLAUSE

Archbishop Edwin F. O'Brien, Archbishop of Baltimore, A Corporation Sole, and (name of entity) as an Additional Insured with respect to work performed.

CANCELLATION CLAUSE AMENDED

“Should any of the above described policies be canceled, non-renewed or materially altered before the expiration date, the issuing company will mail 30 days written notice to the Certificate Holder named herein.”

The Certificate Holder is:

The Archdiocese of Baltimore
320 Cathedral Street, Baltimore, MD 21201.

An original Certificate must be on file with the entity prior to the execution of the contract. A copy of said Certificate(s) must also be sent to the Archdiocese of Baltimore, Division of Insurance, 320 Cathedral Street, Baltimore, MD 21201.

**Archdiocese of Baltimore
MINIMUM INSURANCE REQUIREMENTS**

CONTRACTORS

All contractors and/or subcontractors providing service to the Archdiocese or any of its entities are required to provide a CERTIFICATE OF INSURANCE to the Archdiocese of Baltimore and the entity. All Insurance policies shall be in form, amounts and with such companies that are reasonably acceptable to the Archdiocese.

COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall maintain Comprehensive General Bodily Injury and Broad Form Property Damage Liability including but not limited to Premises/Operations, Product & Completed Operations, Contractual Liability and Personal Injury Liability. The policy must include the CGL Broadening Endorsement and be written on a per occurrence basis.

Bodily Injury/Property Damage Liability	\$1,000,000
Per Occurrence/Aggregate	\$1,000,000

AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain Comprehensive Business Automobile Liability insurance including Bodily Injury and Property Damage Liability, including Hired and Non-Owned Vehicle Liability.

Bodily Injury/Property Damage	\$1,000,000
Per Occurrence/Aggregate	\$1,000,000

EXCESS/UMBRELLA LIABILITY

Contractor shall maintain an Excess/Umbrella Liability policy providing coverage in excess of the primary limits for CGL, Auto Liability and Workers' Compensation Employer's Liability.

Bodily Injury/Property Damage Liability	\$1,000,000
Each Occurrence	\$3,000,000

WORKERS' COMPENSATION INSURANCE

Contractor shall maintain Workers' Compensation Insurance as required by Maryland State Statutory Requirements including the All States and Voluntary Compensation endorsements.

Each Accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000

ADDITIONAL INSURED CLAUSE

Archbishop Edwin F. O'Brien, Archbishop of Baltimore, A Corporation Sole, and (name of entity) as an Additional Insured with respect to work performed.

CANCELLATION CLAUSE AMENDED

"Should any of the above described policies be canceled, non-renewed or materially altered before the expiration date, the issuing company will mail 30 days written notice to the Certificate Holder named herein."

The Certificate Holder is:

The Archdiocese of Baltimore
320 Cathedral Street, Baltimore, MD 21201.

An original Certificate must be on file with the entity prior to the execution of the contract. A copy of said Certificate(s) must also be sent to the Archdiocese of Baltimore, Division of Insurance, 320 Cathedral Street, Baltimore, MD 21201.

**Archdiocese of Baltimore
MINIMUM INSURANCE REQUIREMENTS**

ENVIRONMENTAL CONTRACTORS

All contractors and/or subcontractors providing service to the Archdiocese or any of its entities are required to provide a CERTIFICATE OF INSURANCE to the Archdiocese of Baltimore and the entity. All insurance policies shall be in form, amounts and with such companies that are reasonably acceptable to the Archdiocese.

COMMERCIAL GENERAL LIABILITY

Contractor shall maintain Comprehensive General Bodily Injury and Broad Form Property Damage Liability including but not limited to Premises/ Operations, Product & Completed Operations, Contractual Liability and Personal Injury Liability. The XCU Exclusion should be deleted. The policy must include the CGL Broadening Endorsement and be written on a per occurrence basis.

Bodily Injury/Property Damage Liability	\$1,000,000
Per Occurrence/Aggregate	\$3,000,000

POLLUTION AND PROFESSIONAL LIABILITY

Written on an “Occurrence” form, if available, including Premises/Operations, Completed Operations and Contractual Liability.

Per Occurrence	\$1,000,000
----------------	-------------

COMPREHENSIVE BUSINESS AUTOMOBILE

Contractor shall maintain Comprehensive Business Automobile Liability insurance including Bodily Injury and Property Damage Liability with owned hired and non-owned vehicle coverage. The policy shall also include coverage for upset and/or overturn.

Bodily Injury/Property Damage Liability	\$1,000,000
Per Occurrence	\$1,000,000

EXCESS/UMBRELLA LIABILITY

Contractor shall maintain an Excess/Umbrella Liability policy providing coverage in excess of the primary limits for CGL, Auto Liability and Workers Compensation Employers Liability.

Bodily Injury/Property Damage Liability	
Each Occurrence	\$5,000,000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Contractor shall maintain Workers' Compensation insurance with statutory coverage as set forth by the State of Maryland including the All States and Voluntary Compensation endorsements.

Each Accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000

ADDITIONAL INSURED CLAUSE

Contractor shall name Archbishop Edwin F. O'Brien, Archbishop of Baltimore, A Corporation Sole, and (name of entity) as an Additional Insured.

CANCELLATION CLAUSE AMENDED

"Should any of the above described polices be canceled, non-renewed or materially altered before the expiration date, the issuing company will mail 30 days written notice to the Certificate Holder named herein."

The Certificate Holder is:

The Archdiocese of Baltimore
320 Cathedral Street, Baltimore, MD 21201.

An original Certificate must be on file with the entity prior to the execution of the contract. A copy of said Certificate(s) must also be sent to the Archdiocese of Baltimore, Division of Insurance, 320 Cathedral Street, Baltimore, MD 21201.

**Archdiocese of Baltimore
MINIMUM INSURANCE REQUIREMENTS**

BUILDER'S RISK INSURANCE

It is the responsibility of the Contractor to provide Builder's Risk Insurance when the building is new construction of a freestanding structure or if the Contractor has complete control of the building. If the Contractor is performing renovations or alterations to an existing building and does not have complete control of the entire building, Builder's Risk Insurance will be provided by the AOB.

NAMED INSURED

- Named Insured shall include the following:
Archbishop Edwin F. O'Brien, Archbishop of Baltimore, A Corporation Sole and (legal name of Parish)
- Contractors and subcontractors as their interest may appear

AMOUNT OF INSURANCE

- Completed value of the building/structure, excluding the value of the land
- Property in Transit: \$100,000
- Off-Site Storage: \$250,000

PROPERTY COVERED

- Includes excavation, grading or filling
- Includes foundations, underground flues, pipes, drains and wiring

COVERED CAUSES OF LOSS (PERILS)

- Risks of direct physical loss from any external cause, except those causes of loss listed in the policy exclusions
- No collapse exclusion
- Ordinance or Law Coverage – Exclusion deleted/coverage provided
- Resulting Damage – modify faulty design error or omission, materials, workmanship, etc. Exclusion to provide for damage results to other covered property “from faulty, inadequate or defective design, specifications, construction, materials or workmanship.”
- Flood: \$1,000,000 with no more than \$25,000 deductible
- No exclusion for “cold” testing

DEDUCTIBLE

- \$1,000 Per Occurrence

VALUATION

- Replacement cost

EXTENSIONS OF COVERAGE (ADDITIONAL COVERAGES)

- Debris Removal \$50,000
- Outdoor Trees, Shrubs & Plants \$25,000
- Extra Expense \$50,000

OCCUPANCY

- Modify Occupancy Clause to provide “Permission to Occupy”

SOFT COSTS

- Including Rents
- Including Tuition Fees, where applicable

CANCELLATION/NON-RENEWAL

60 Days Notice to:

Risk Manager-Division of Insurance
Archdiocese of Baltimore
320 Cathedral Street
Baltimore, MD 21201

EVIDENCE OF PROPERTY INSURANCE

Prior to the start of work, an original and one (1) copy, including Minimum Insurance Requirements must be sent to:

Archdiocese of Baltimore
Risk Manager – Division of Insurance
320 Cathedral Street
Baltimore, MD 21201

CONSTRUCTION DELIVERY OPTIONS

CONSTRUCTION MANAGEMENT (CM)

APPLICATION

Where a CM method of delivery is approved, the contractual agreement should follow the appropriate AIA contract form and be submitted to the Archbishop for signature. The CM must be qualified and experienced, and the services should be secured according to the appropriate AIA contract that should be submitted to the DFM for review. The DFM will coordinate review by ALC.

Upon contract approval, the Executive Director of the DMS shall submit the contract for the Archbishop's signature.

The following procedures must be performed by the CM as necessary, based on terms of the contract and areas identified as requiring additional procedures by individual contractor. Not all steps will be performed on every contact. Sections referenced are to the contract.

These steps were developed assuming the AOB has performed the compliance aspects in Sections 2 and 4 of this document.

PROJECT CONSTRUCTION BUDGET

1. Obtain a copy of the project construction budget.
2. Determine that the budget and any modifications have been properly approved.

COST CONTROL

1. Review with CM internal control procedures for monitoring project costs including change orders and variances to budget. Review should include interview of applicable CM personnel, walk-throughs of applicable transactions and review of generated reports.
2. Review any unit price contracts for proper approvals, supporting documentation for amounts billed and that overhead and profits do not exceed allowable rates.
3. Establish the procedures for change orders and review change orders for supporting documentation, including billings, documentation of work completion and approvals. Document procedures for reviewing and processing trade contractor payments.
4. Review a sample of trade contractor payments including supporting documentation, approvals and adherence to processing procedures.

5. Determine that CM has performed any work other than the General Conditions and determine that proper approval was obtained.
6. If applicable, review monthly statement for appropriate percentage for overhead and profit.
7. Determine the reasonableness of costs and determine that they do not exceed lowest bid for work from trade contractors.

GUARANTEED MAXIMUM PRICE (GMP)

1. Review contract for contingency percentage and determine that portion used, if any, was reasonable.
2. Determine that unused portion of contingency percentage was returned to the owner.
3. Review calculation of GMP to determine if there were any savings realized. Determine that savings were calculated properly and split in accordance with contract.
4. Determine that bonding was obtained in accordance with contract.

COST OF WORK

1. Determine that allocation of CM personnel cost is in accordance with contract and that designation of employees is proper.
2. Test calculation of benefits percentage to ensure accuracy.
3. Review calculation of general condition items and supporting documentation to ensure that only direct costs are applied and that overhead percentage is calculated properly.
4. Select a sample of cost transactions and review supporting documentation, contract limitations and approvals as applicable. Sample should include costs for labor, transportation and maintenance, equipment rental, permits and fees, insurance and allowable administrative costs.

SUMMARY

1. Draft agreed upon procedures report identifying items noted and effect on project costs of exceptions noted.
2. Review draft report with Archdiocesan personnel to obtain their comments and responses prior to issuance of final report.

GLOSSARY & DEFINITION OF ARCHDIOCESAN TERMS

ABC Archdiocesan Building Commission. The Commission serves in an advisory capacity to the Executive Director of the DMS and the Archbishop in connection with planning, construction and major renovation of all Archdiocesan and Parish facilities.

ADA The Americans with Disabilities Act gives civil rights protection to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications.

AHERA Asbestos Hazard Emergency Response Act of 1986

AIA American Institute of Architects

APC Archdiocesan Priests Council

Activation The step in the project development process where the Owner is able to initiate planned operations within the building.

Archdiocesan Legal Counsel The Law Offices of Gallagher, Evelius & Jones, LLP

Architect A professionally qualified and licensed person who prepares plans and specifications for a building or structure. Architectural services include such duties as project analysis, development of the project design, and the preparation of construction documents (including drawings, specifications, bidding requirements, and general administration of the construction contract). For purposes of this document, it can be any design professional, such as an architect, engineer, planner, landscape architect, interior designer, etc.

Architect's Basic Services A recognized series of phases performed by an Architect as follows: Phase I: Master Plan; Phase II: Schematic Design; Phase III: Design Development; Phase IV: Construction Documents; Phase V: Bidding/Pricing; Phase VI: Construction; Phase VII: Completion/Close-Out; Phase VIII: Project Warranty Period.

Architectural Drawing A line drawing showing plan and/or elevation views of the proposed building for the purpose of showing the overall appearance of the building.

Asbestos Management Plan An asbestos management plan is a site-specific, written plan for the maintenance of asbestos-containing material (ACM) in a condition that prevents the release of asbestos fibers. It also includes response procedures for fiber release episodes. It may address the ACM in an entire facility or a just a portion of a facility. Material that is assumed to be asbestos-containing by the asbestos inspector must

be included in the asbestos management plan as ACM, unless the assumed material is sampled and determined not to be ACM.

As-Built Drawings (also known as Record Drawings) Contract drawings marked up to reflect changes made during the construction process. It is good practice to make as-built drawings by marking the changes on reproducible drawings such as sepia for duplication purposes later.

Bid Bond A written form of security executed by the bidder as principal and by a surety for the purpose of guaranteeing that the bidder will sign the contract, if awarded the contract, for the stated bid amount.

Bid Opening The actual process of opening and tabulating bids submitted within the prescribed bid date/time and conforming to the bid procedures. A Bid Opening can be open (where the bidders are permitted to attend) or closed (where the bidders are not permitted to attend). (See Bid Date/Time, Open Bid, Closed Bid.)

Bid Package All drawings, specifications, documents, estimates, paperwork bid forms, and bid bonds relevant to a construction project. A contract is based on the bid package.

Bid Tabulation A summary sheet listing all bid prices for the purpose of analyzing the bid results. Bid tabulations include the required items of the invitation to bid and usually include bid amount, completion time, addendums included, contract exclusions, bonding rate, etc. Often times, the apparent low bidder is not the actual low bidder.

Bidding Documents The published advertisement or written invitation to bid, instructions to bidders, the bid form and the proposed contract documents including any acknowledged addenda issued prior to receipt of bids.

BOFA Archdiocesan Board of Financial Administration

Bond (See Bid Bond; Bonding Company; Contract Bond; Contract Payment Bond; Contract Performance Bond; Labor and Material Payment Bond; Performance Bond; Subcontractor Bond.)

Bonding Company A properly licensed firm or corporation willing to execute a surety bond, or bonds, payable to the Owner, securing the performance on a contract either in whole or in part; or securing payment for labor and materials.

Budgets Budgets shall include all labor, materials, supplies, maintenance and contracts. These items may include (but are not limited to): temperature controls, fuel burners, fuel supplies, elevators, routine painting (window frames, classrooms, etc.), carpentry and items of a similar nature.

Builder's Risk Insurance Indemnifies for loss of or damage to a building under construction. Insurance is normally written for a specified amount on the building and applies only in the course of construction. Coverage customarily includes fire and extended coverage, and vandalism and malicious mischief. Builder's risk coverage can be extended to a "special" form as well. The builder's risk policy also may include coverage for items in transit to the construction site (up to a certain percentage of value) and items stored at the site.

Building Committee (Parish) A committee from the Parish composed of the Pastor and four (4) to six (6) lay Parish leadership or staff experienced in the requirements of the project or in the development, design or execution of the work.

Building Envelope (Sometimes referred to as Building Shell) 1) The waterproof elements of a building that enclose conditioned spaces through which thermal energy may be transferred to or from the exterior. 2) The outer structure of the building.

Capital Projects These projects include all phases of any new construction or repair work involving the buildings, physical plant or facilities of a Parish, School or other AOB-owned facility.

Change Order A written document between the Owner and the Contractor and signed by the Owner and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be signed by the Architect or Engineer, provided they have written authority from the Owner for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract).

Closed Bid/Estimate A process where only invited bidders or estimators are given access to the project-specific RFP (Request for Proposal) information. This option is for those seeking bids/estimates from a pre-qualified and selected list of professionals or services.

Commissioning The step in the project development process where the Contractor and the Owner complete the work of the project by starting all systems, testing and balancing systems, and teaching the Owner how to operate all building components. Also included is the acquisition of all operating and use permits, Owners taking of beneficial occupancy, and Owners enabling the required insurance coverage for the new asset that is being turned over to it.

Construction Documents All drawings, specifications and addenda associated with a specific construction project.

Construction Cost The direct Contractor costs for labor, materials, equipment, and services; Contractor's overhead and profit; and other direct construction costs. Construction cost does not include the compensation paid to the Architect, Engineer and other consultants, the cost of the land, rights-of-way or other costs that are defined in the contract documents as being the responsibility of the Owner. (See Soft Costs.)

Construction Documents Phase The third phase of the Architect's basic services wherein the Architect prepares working drawings, specifications and bidding information. Depending on the Architect's scope of services, the Architect may assist the Owner in the preparation of bidding forms, the conditions of the contract and the form of agreement between the Owner and Contractor.

Construction Management Organizing and directing staff, materials, and equipment to accomplish the purpose of the designer.

Construction Management Contract A written agreement wherein responsibilities for the coordination and accomplishment of overall project planning, design and construction are given to a construction management firm. The building team generally consists of the Owner, Contractor and Designer or Architect.

Construction Phase The seventh phase of the Architect's basics services, which includes the Architect's general administration of the construction contract(s).

Contract Bond A written form of security from a surety company, on behalf of an acceptable prime or main Contractor or Subcontractor, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and for the payment of all legal debts pertaining to the construction of the project.

Contract Payment Bond A written form of security from a surety company to the Owner, on behalf of an acceptable prime or main Contractor or Subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.

Contract Performance Bond A written form of security from a surety company to the Owner, on behalf of an acceptable prime or main Contractor or Subcontractor, guaranteeing the completion of the Work in accordance with the terms of the contract.

Date of Substantial Completion The date certified by the Architect when the Work or a designated portion thereof is sufficiently complete, in accordance with the contract documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

Design A graphical representation consisting of plan views, interior and exterior elevations, sections, and other drawings and details to depict the goal or purpose for a building or other structure.

Design-Build Construction When a prime or main Contractor bids or negotiates to provide Design and Construction services for the entire construction project.

Design-Construct Contract A written agreement between Contractor and Owner wherein the Contractor agrees to provide both design and construction services.

Design-Development Phase The second phase of the Architect's basic services wherein the Architect prepares drawings and other presentation documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and other essentials as may be appropriate; and prepares a statement of probable construction cost.

Design Professional A term used generally to refer to architects; civil, structural, mechanical, electrical, plumbing, and heating, ventilating, and air-conditioning engineers; interior designers; landscape architects; and others whose services have either traditionally been considered "professional" activities, require licensing or registration by the state, or otherwise require the knowledge and application of design principles appropriate to the problem at hand.

Design Team A group of professional consultants working collaboratively on a project.

DFM Archdiocesan Division of Facilities Management, a division of the Department of Management Services. The DFM oversees all Archdiocesan-owned properties; provides consultation to parishes on preventive maintenance needs; assists parishes in the planning and construction of new facilities and in major renovations; manages operations of the Catholic Center building.

DMS Archdiocesan Department of Management Services. The DMS provides system-wide resources for the administration of the Archdiocese of Baltimore. It is charged with the responsibility of providing services that enable administrators to fulfill the financial, technical, legal and collegial requirements for Parish, school, and institutional management.

Direct Cost (or expense) All items of expense directly incurred by or attributable to a specific project, assignment or task. Direct Costs, Hard Costs, and Construction Costs are synonymous. (See Construction Costs and Hard Costs.)

Facility or Site Analysis A visual inspection of a building and on-site improvements for functional or physical deterioration.

Environmental Remediation The removal or encapsulation of any hazardous material by a qualified and trained contractor.

Estimate for making recommendations to improve functional and physical deficiencies to increase market value; AND/OR prepare a Reserve Study over five (5) years to increase Net Operating Income (NOI) for the facility. (See Site Analysis.)

Existing Conditions Plan A composite plan of a property or building showing all known features or conditions.

Extraordinary Repairs and Replacements This covers major elements of the facility, which are usually beyond the scope of the maintenance staff or committee, e.g., a new roof, replacement of HVAC equipment, windows, roads, parking lots, etc., or repairs that change the appearance of the structure. Conformance to building and fire codes generally falls within this definition.

Fast Track Construction (Fast Tracking) A method of construction management that involves a continuous design-construction operation. When a prime or main Contractor starts the construction work *before* the plans and specifications are complete. (See Design-Build Construction.)

Friable Asbestos-Containing Material The term “friable asbestos-containing material” means any asbestos-containing material applied on ceilings, walls, structural members, piping, duct work, or any other part of a building that when dry may be crumbled, pulverized, or reduced to powder by hand pressure. The term includes non-friable asbestos-containing material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

General Conditions A written portion of the contract documents set forth by the Owner stipulating the Contractor’s minimum acceptable performance requirements including the rights, responsibilities and relationships of the parties involved in the performance of the contract. General conditions are usually included in the book of specifications but are sometimes found in the architectural drawings.

General Contractor Properly licensed individual or company having primary (prime) responsibility for the Work.

General Contracting (the traditional method) When a prime or main Contractor bids the entire work AFTER the final design, plans and specifications are complete and have been approved by the Owner. (See Design-Build Construction and Fast Track Construction.)

Indirect Cost (or expense) A Contractor or Consultant’s overhead expense; expenses indirectly incurred and not chargeable to a specific project or task. The terms indirect costs and soft costs are synonymous. (See Soft Costs.)

IPLF Archdiocesan InterParish Loan Fund

Labor and Material Payment Bond A written form of security from a surety (bonding) company to the Owner, on behalf of an acceptable prime or main Contractor or Subcontractor, guaranteeing payment to the Owner in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (See Performance Bond and Surety Bond.)

Lien, Mechanic's or Material The right to take and hold or sell an Owner's property to satisfy unpaid debts to a qualified Contractor for labor, materials, equipment or services to improve the property.

Loss Reconstruction Restoration of buildings or properties due to fire, storm, flood, vandalism or other calamity necessary to return the property to its original condition and function.

Lump Sum Contract A written contract between the Owner and Contractor wherein the Owner agrees to pay the Contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.

Master Plan Document that describes, in narrative and with maps, an overall development concept including both present property uses as well as future land development plans.

Meeting Notes A written report consisting of a project number, project name, meeting date and time, meeting place, meeting subject, a list of persons in attendance, and a list of actions taken and/or discussed during the meeting. Generally, this report is distributed to all persons attending the meeting and any other person having an interest in the meeting.

Needs Analysis Study An in-depth study of the programmatic use of a facility space based on a Parish's mission statement. Also, referred to as a space study. This becomes the basis of a master plan.

New Construction Any building to be constructed or purchased; or a major addition to an existing building which increases the property value, useful life, uses, or scope of operations within the facilities and conforms to the established mission of the Parish or institution.

Open Bid/Estimate A service offered by constructionplace.com where any bidder or estimator is given access to project-specific RFP (Request for Proposal) information. This option is for those seeking bids/estimates from any interested professionals or service without pre-qualifying them. For security and easy access, the project poster receives an e-mail showing the links to "View the RFP Details" and "View Any Bids" as they are received. This gives the RFP poster the ability to file and track the respective RFPs using their own e-mail filing system.

Owner-Architect Agreement A written form of contract between the Architect and client for professional architectural services.

Owner-Construction Agreement Contract between the Owner and Contractor for a construction project.

Owner-Construction Management Agreement Contract between the construction manager and client for professional services.

Parish and School Operating Budgets These include all labor, materials, supplies and maintenance contracts, such as, but not limited to: temperature controls, fuel burners, fuel supplies, elevators, routine painting (window frames, classrooms, etc.) carpentry and items of a similar nature.

Pastor A person who has charge of a Parish, school or other Archdiocesan institution including a pastor, administrator, pastoral life director of a Parish, or the president/principal of a regional or cluster elementary school or Archdiocesan high school.

Performance Bond 1) A written form of security from a surety (bonding) company to the Owner, on behalf of an acceptable prime or main Contractor or Subcontractor, guaranteeing payment to the Owner in the event the Contractor fails to perform all labor, materials, equipment, or services in accordance with the contract. 2) The surety companies generally reserve the right to have the original prime or main or subcontractor remedy any claims before paying on the bond or hiring other Contractors. (See Labor and Material Payment Bond and Surety Bond.)

Pre-Qualification of Prospective Bidders A screening process wherein the Owner or his/her appointed representative gathers background information from a contractor or construction professional for selection purposes. Qualifying considerations include competence, integrity, dependability, responsiveness, bonding rate, bonding capacity, work on hand, similar project experience, and other specific Owner requirements.

Project Cost All costs for a specific project including costs for land, professionals, construction, furnishings, fixtures, equipment, financing and any other project related costs.

Project Cost Data Worksheet A tool used in the management of a project to summarize all costs associated with the design, execution, furnishing and funding of a project. It is used to maintain and control costs within an established budget.

Project Documents All the plans, drawings and specifications used to bid a project and necessary to complete all work.

Project Manager (Project Management) A qualified individual or firm authorized by the Owner to be responsible for coordinating time, equipment, money, tasks and people for all or specified portions of a specific project. (See Construction Manager.)

Project Management Team A select group of individuals assembled to oversee a specific project. This team usually consists of the Project Manager, Pastor, Architect and (where applicable) Construction Manager.

Project Representative A qualified individual authorized by the Owner to assist in the administration of a specific construction contract.

Qualified An individual or firm with a recognized degree, certificate, or professional standing; or who by extensive knowledge, training and experience, has successfully demonstrated his/her abilities to identify and solve or resolve problems associated with a specific subject matter or project type.

Reimbursable Expenses (or Costs) Amounts expended for or on account of the project that, in accordance with the terms of the appropriate agreement, are to be reimbursed by the Owner.

Renovation A project of restoration and/or replacement that sets as its prime objective the long-term preservation of a building or property to perpetuate the historic or future sale value, or serves to upgrade the property to current standards, codes or guidelines.

RFI 1) An abbreviation for Request for Information. 2) A written request from a Contractor to the Owner or Architect for clarification or information about the contract documents following contract award.

RFP 1) An abbreviation for Request for Proposal. 2) A written request from the requestor (usually the Owner or a Contractor) to a Contractor, design professional or Subcontractor for an estimate or cost proposal. The RFP usually contains a specific scope of work.

Schedule of Values A statement furnished by the Contractor to the Architect or Engineer reflecting the portions of the contract sum allotted for the various parts of the Work and used as the basis for reviewing the Contractor's applications for progress payments.

Schematic A preliminary sketch or diagram representing the proposed intent of the designer.

Schematic Design Documents Documents and drawings that illustrate the relationship and scale of the components of the project.

Schematic Design Phase The first phase of the Architect's basic services in which the Architect consults with the Owner to ascertain the requirements of the project and prepares schematic design studies consisting of drawings and other documents showing the scale and project components for the Owner's approval.

Scope of Work A written range of view or action; outlook; hence, room for the exercise of faculties or function; capacity for achievement; all in connection with a designated project.

Soft Costs Soft Costs are cost items in addition to the direct Construction Cost. Soft Costs generally include architectural and engineering, legal, permits and fees, financing fees, construction interest and operating expenses, leasing and real estate commissions, advertising and promotion, and supervision. (See Construction Cost.)

Specifications A detailed, exact statement of particulars, especially statements prescribing materials and methods; and quality of work for a specific project. The most common arrangement for specifications substantially parallels the CSI (Construction Specification Institute) format.

Special Conditions A section of the conditions of the contract, other than the General Conditions and Supplementary Conditions, which may be prepared for a particular project. Specific clauses setting forth conditions or requirements peculiar to the project under consideration, and covering work or materials involved in the proposal and estimate, but not satisfactorily covered by the General Conditions. (See General Conditions.)

Stipulated Sum Agreement A written agreement in which a specific amount is set forth as the total cost of a project or service.

Structural Changes These cover any modifications to the building that compromise the safety of the structure.

Structural Components consist of any load-resisting building elements as defined by the applicable building codes including but not limited to beams, trusses, joists, columns, bearing walls, partition walls, skylights, roof and floor decks, fire walls, windows and doors.

Structural Design A term used to represent the proportioning of structural members to carry loads in a building structure.

Substitution A proposed replacement or alternate offered in lieu of and represented as being equivalent to a specified material or process.

Surety (See Bonding Company.)

T&M 1) An abbreviation for a contracting method called Time and Materials. 2) A written agreement between the Owner and the Contractor wherein payment is based on the Contractor's actual cost for labor, equipment, materials, and services, plus a fixed add-on amount to cover the Contractor's overhead and profit.

TPC (Total Project Cost) includes cost of design, construction, furnishings, permits, contingency and inflation, as well as cost of all phases of an overall project or program, regardless of duration or scheduling. TPC also includes the summation of all project cost elements as agreed to on the approved Request for Capital Project Expenditure Form or Request for Capital Repairs and Maintenance. Project costs generally include all fixed capital costs, all loose capital costs, and related soft costs necessary to accomplish the work required.

Work The term Work is defined as the construction and/or services required by the contract documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the project.

Section 9

SUPPLEMENTAL CONDITIONS AND PROVISIONS

1.1 CHANGES, DELETIONS, EXTRA WORK

1.1.1 Owner or Architect may request minor changes consistent with the purposes and scope of the Work and not involving extra expense to Contractor. Contractor shall make such changes at no additional cost to Owner.

1.1.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

A Change order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work of an adjustment in the Contract Sum or the Contract Time. AIA G701 is the approved form to be used. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

1.1.3 A statement indicating item(s) of authorized extra Work incurred during each calendar month shall be included in the Contractor's monthly status report.

1.1.4 Except as authorized in writing and signed by the Architect and Owner which specifically defines the extra Work to be done, the payment to be made therefore and the number of additional calendar days, if any, to be allowed therefore, Owner shall not be liable and Contractor hereby waives any claim for any and all damages, loss and expense, direct or consequential, sustained or incurred by Contractor on account of or in consequence of any discontinuance of Work or any delay in the Work caused by any changes in the Work requested by Architect, whether or not the conditions necessitating such changes be unforeseeable or unanticipated.

1.1.5 Overhead and profit on change orders shall be limited to a maximum of 10% each.

1.2 PAYMENTS TO CONTRACTOR

1.2.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

1.2.2 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect an itemized AIA G702 Application and Certificate for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. The Contractor shall, with each application for payment, submit releases of liens for all Subcontractors, suppliers, and any other persons and/or organizations.

Section 9

- 1.2.3 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.
- 1.2.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 1.2 as "liens"; and that no Work materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 1.2.5 The Architect will, within seven days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 1.2.11.
- 1.2.6 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations for the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified.
- 1.2.7 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents. Retention of ten percent (10%) shall be held until substantial completion, at which time it shall be reduced to five percent (5%). At the time of final acceptance, the balance of the retention shall be paid to Contractor, provided all punchlist work has been completed; lien releases supplied and "as-built" drawings of the Work delivered to Architect.
- 1.2.8 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his sub-Contractors in similar manner. All checks issued shall be made with the stipulation that the amount paid shall be credited to this job account

Section 9

for labor and material.

- 1.2.9 No Certificate for a Progress Payment, nor any Progress Payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 1.2.10 The Architect may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Sub-paragraph 1.2.6. If the Architect is unable to make representations to the Owner as provided in Subparagraph 1.2.6 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 1.2.5. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Architect may also decline to certify payment; or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:
- .1 defective Work not remedied.
 - .2 third party claims filed or reasonable evidence indicting probable filing of such claims.
 - .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
 - .5 damage to the Owner or another Contractor.
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, or
 - .7 persistent failure to carry out the Work in accordance with the Contract Documents.
- 1.2.11 When the above grounds in Subparagraph 1.2.10 are removed, payment shall be made for amounts withheld because of them.
- 1.2.12 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final application for Payment and copies of all releases and waivers of liens from Subcontractors, suppliers and materialmen, the Architect will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. The architect's final Certificate for Payment will constitute a further representation that the condition precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 1.2.13 have been fulfilled.
- 1.2.13 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent

Section 9

of surety, if any, to final payment and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

- 1.2.14 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.
- 1.2.15 The Contractor shall update his schedule to the last day in the month and send a copy with his Progress Payment. Progress Payment shall not be complete unless accompanied with an updated schedule.

- 1.2.16 Payment due and unpaid under the Contract for more than thirty (30) days from the due date shall bear interest at the annual rate of ten percent (10%) from the date payment is due.

1.3 GUARDS AND BARRICADES

- 1.3.1 To protect persons from injury and to avoid property damage, adequate barricades, construction signs, flashers or guards will be placed and maintained by Contractor during the progress of construction Work, including after regular Working hours and on weekends. In addition, when required, watchmen or flagmen will be posted by Contractor to prevent accidents.

1.4 WAIVER OF LIENS

- 1.4.1 Contractor for itself and for its Subcontractors and for its and their suppliers and employees and for all other persons performing any labor or furnishing any labor or materials for any of the Work covered by the Contract hereby waives to the full extent permitted by law all mechanics' or other liens for or on account of the Work done or materials furnished hereunder so that the improvements or structures wherein the same may be incorporated and the land to which they are appurtenant shall at all times be free and clear of all such liens.

1.5 DAMAGE TO VEHICLES

- 1.5.1 In addition to Contractor's ability for property damage as set forth in the Contract Documents, Contractor shall also be responsible for any damage to its vehicles and the vehicles of its Subcontractors, while the vehicles are parked or used on Owner's property.

1.6 CONTRACTOR'S STATUS

- 1.6.1 It is distinctly understood and agreed that Contractor is, and shall be deemed to be and treated as, an independent Contractor while engaged in the performance of the Work herein defined.

1.7 LAWS, ORDINANCES, PERMITS, LICENSES AND TAXES

Section 9

- 1.7.1 Contractor shall comply with all present laws, ordinances, orders, rules, regulations and requirements of every duly constituted governmental authority, agency or instrumentality; except for building permit, shall obtain and pay, for required permits and licenses; shall make all contributions with respect to employment required by such applicable laws, orders, rules, regulations and requirements; and will assume and pay any taxes imposed, including sales, use and privileges taxes (franchise and gross receipts), as any or all of which may apply to these Contract Documents or pertain to this project. The Owner is a tax-exempt entity and will furnish a tax-exempt number to be used by the Contractor for the purchase of materials. Contractor will be responsible for and indemnify, save harmless and defend Owner from and against any and all claims, suits, legal proceedings, liability damages, loss an expense, including attorneys' fees and other legal expense which may arise out of the failure of Contractor to obtain and pay for any such licenses and permits, to assume and pay any taxes imposed or to comply with any and all applicable laws, orders, rules, regulations and requirements. Owner, at its option, may also be represented in any such suits or legal proceedings by attorneys of its selection, at its own expense.
- 1.7.2 Without limiting the generality of the foregoing; (A) Contractor shall comply with the Fair Labor Standards Act of 1938, as amended. The Maryland Wage and Hour Law (Art. 100, SS81-93 of the Annotated Code of Maryland), the Maryland Equal Pay Act (Art. 100, SS55A-55H of the Annotated Code of Maryland) and the Maryland Child Labor Law (Art. 100, SS4-14 of the Annotated Code of Maryland) (B) Contractor shall, to the extent Contractor shall have actual or constructive notice thereof, comply with such requirements of Owner in respect of equal employment opportunity and any other matter as Owner shall, from time to time, be required by any such governmental authority, agency or instrumentality, whether by Contract or otherwise, to cause Contractor to comply with, including but not limited to, the requirements of Section 202 of Executive Order No. 11246 entitled "Equal Employment Opportunity," and of SS14 through 18 of Article 49B of the Annotated Code of Maryland relating to Discrimination of Employment. All of the provisions of which shall be deemed to be incorporated herein; and Contractor shall promptly furnish to Owner such certification in respect of any and all of the foregoing as Owner shall reasonable request, from time to time, by written notice to Contractor.
- 1.7.3 All articles and materials furnished hereunder shall comply with such provisions of the Federal Occupational Safety and Health Act © Art. 89, SS28-49C of the Annotated Code of Maryland, the Federal Coal Mine Health and Safety Act of 1969, and the Federal Mine Safety and Health Amendments Act of 1977 and regulations under said Acts as apply to the possession and use of such articles and materials by Owner of any hazard or toxic substances which is present in, or may be encountered by, Owner and its articles or materials furnish hereunder, and Contractor shall use its best efforts to minimize the hazard or toxicity thereof.
- 1.7.4 To the extent that the Work contemplated herein requires Contractor to conduct its activities in areas, which are subject to the jurisdiction of Health Administration, Maryland, and/or Federal Occupational Safety and Health Act of 1970 (herein collectively referred to as MSHA/OSHA laws). Contractor shall use its best efforts to obtain a Contractor identification number as may be required or authorized under the MSHA/OSHA laws. Contractor shall be responsible for compliance by Contractor and its Subcontractors with all standards, rules, and regulations promulgated under applicable MSHA/OSHA laws and shall be responsible for any

Section 9

citations or orders issued thereunder arising out of Work to be performed pursuant to this Contract, including any assessment levied in connection therewith. Contractor agrees to indemnify, hold harmless and defend Owner from and against any citations or orders, or any assessments levied in connection therewith, issued pursuant to any MSHA/OSHA law relating to, or arising out of, the Work to be performed by Contractor, or any of its Subcontractors, including reasonable attorneys' fees incurred by Owner. The Contract price set forth in the Agreement includes the cost of compliance with all MSHA/OSHA laws and applicable standards, rules and regulations promulgated thereunder, and Owner shall not bear any portion thereof.

1.8 ACCIDENT PREVENTION

- 1.8.1 Contractor will comply, and will enforce compliance by all Subcontractors, with the highest standards of safety and accident prevention found in any of the following:

Section 9

- (a) Applicable laws, ordinances, building and construction codes, orders, rules and regulations (including those of owner); (b) the latest edition of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc.:
© MSHA/OSHA requirements.
- 1.8.2 Contractor shall designate a responsible member of the organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and the Architect.
- 1.9 PERFORMANCE OF WORK, CARE REQUIRED
- 1.9.1 Contractor and its Subcontractors will exercise reasonable care in the performance of the Work hereunder and will take the special precautions necessary to avoid harm from conditions existing or created during the progress of the Work containing an unreasonable or peculiar risk of harm to persons or property unless such special precautions are taken.
- 1.10 DAMAGE TO PROPERTY
- 1.10.1 Contractor will, at his own expense, repair any damage to all property of whatever kind or character, whether publicly or privately owned, including the property of Owner, which may result from its operations under this Contract.
- 1.11 INDEMNIFICATION AGREEMENT
- 1.11.1 Contractor agrees to indemnify and save harmless against any and all claims, suits, legal proceedings, liability, damages, loss and expense, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Owner and Architect for damage because of bodily injuries, including death at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of performance of the Work called for by this Contract whether or not such bodily injuries, death, or damage to property arises or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute, or ordinance or regulation, on the part of Contractor, Subcontractors, Owner, Architect, employees or agents of any of the, or any other person or organization, but excluding any liability caused by sole negligence or willful misconduct of Owner or Architect. Owner and Architect, at their option, may also be represented in any such suits or legal proceeding by attorneys of their own selection, at their own expense.
- 1.12 MINIMUM INSURANCE REQUIREMENTS
- 1.12.1 Contractors: All Contractors and/or Subcontractors providing service to the Archdiocese or any of its entities are required to provide a **CERTIFICATE OF INSURANCE** to the Archdiocese of Baltimore and the entity. All insurance policies shall be in form, amounts and with such companies that are reasonably acceptable to the Archdiocese.
- 1.12.2 Commercial General Liability: Contractor shall maintain Comprehensive General Bodily Injury and Broad Form Property Damage Liability including but not limited to Premises/Operations, Product & Completed Operations, Contractual Liability and Personal

Section 9

Injury Liability. The XCU Exclusion should be deleted. The policy must include the CGL Broadening Endorsement and be written on a per occurrence basis.

Minimum coverage limits:

Bodily Injury/Property Damage Liability	
Per Occurrence/Aggregate	\$1,000,000/\$3,000,000

- 1.12.3 Comprehensive Business Automobile: Contractor shall maintain Comprehensive Business Automobile Liability insurance including Bodily Injury and Property Damage Liability with owned, hired and non-owned vehicle coverage. The policy shall also include coverage for upset and/or overturn.

Minimum coverage limits:

Bodily Injury/Property Damage Liability	
Per Occurrence	\$1,000,000

- 1.12.4 Worker's Compensation and Employers Liability: Contractor shall maintain Workers' Compensation insurance with statutory coverage as set forth by the State of Maryland including the All States and Voluntary Compensation endorsements.

Employer Liability Limits:

Each Accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000

- 1.12.5 Excess/Umbrella Liability: Contractor shall maintain an Excess/Umbrella Liability policy providing coverage in excess of the primary limits for CGL, Auto Liability and Workers' Compensation Employers Liability.

Minimum coverage limits:

Bodily Injury/Property Damage Liability	
Each Occurrence	\$3,000,000

- 1.12.6 Additional Insured Clause: Contractor shall name Archbishop Edwin F. O'Brien, Roman Catholic Archbishop of Baltimore a Corporation Sole, (Parish/Institution), and (Architect) as Additional Insureds to all policies except Workers' Compensation.

- 1.12.7 Cancellation Clause Amended: "Should any of the above described policies be canceled, non-renewed or materially altered before the expiration date, the issuing company will mail 30 days written notice to the Certificate holder named herein."

An original certificate must be on file with the entity prior to the execution of the Contract. A copy of said certificate(s) must also be sent to the Archdiocesan Division of Insurance, 320 Cathedral Street, Baltimore, Maryland 21201, Attention: Miss D'Juana Jones

- 1.12.8 All policies shall be endorsed to provide that 30 days prior to written notice will be given by the carrier before effecting cancellation or material change of coverage to:

Archbishop Edwin F. O'Brien, Roman Catholic Archbishop of Baltimore, a Corporation Sole

Section 9

c/o PARISH;

and to:

ARCHITECT
ADDRESS
ADDRESS

- 1.12.9 In addition, all liability policies shall be endorsed to include:
Archbishop Edwin F. O'Brien, Roman Catholic Archbishop of Baltimore, a Corporation Sole;
PARISH/INSTITUTION; ARCHITECT as additional insureds.
- 1.12.10 The Contractor shall not commence any Work until a certificate in evidence of insurance coverage has been approved by Owner, nor shall Contractor allow any Subcontractors to commence Work until similar evidence for each Subcontractor has been obtained and approved by Contractor. The Contractor shall be responsible for compliance by all Subcontractors with these insurance requirements.
- 1.12.11 It shall be a condition of approval that the required insurance must be arranged with insurance companies authorized to do business in the State of Maryland.
- 1.12.12 Certificates evidencing the Contractor's required insurance shall be made out to:
Archbishop Edwin F. O'Brien, Roman Catholic Archbishop of Baltimore, a Corporation Sole,
and PARISH/INSTITUTION;
- 1.12.13 Certificates must be on file before the commencement of Work and must reflect both the endorsement provisions requiring thirty (30) days prior written notice to be given before cancellation or material change, and the additional interest where applicable. Each certificate shall specify the date when such benefits and insurance expire. Contractor agrees that such benefits and insurance, as specified above, shall be provided and maintained until the entire Work under the Contract has been completed and accepted by Owner. The original certificates shall be mailed or delivered to:

Division of Facilities Management
Archdiocese of Baltimore
320 Cathedral Street
Baltimore, Maryland 21201-4413
- Copies of the certificates shall be mailed or delivered to each of the following:
- PARISH/INSTITUTION
c/o NAME
ADDRESS
ADDRESS
- ARCHITECT

Section 9

ADDRESS
ADDRESS

- 1.12.14 Owner's approval or failure to disapprove insurance certificates furnished by Contractor shall not release Contractor from full responsibility for liability, damage, and accidents as set forth herein.
- 1.12.15 If at any time the required insurance policies should be canceled, terminated, or modified so that the insurance is not in full force and effect as required herein, Owner may terminate this Contract for default or at its option. obtain insurance coverage equal to that required herein and charge the expense thereof to Contractor's account.
- 1.12.16 Contractor and Subcontractors shall carry necessary fire, theft, physical damage, or other insurance on their own and their employee's tools, equipment, reusable materials (such as metal forms and metal scaffolding), trailers, sheds, and clothing as they deem necessary and at their sole expense.
- 1.12.17 All such insurance carried by Contractor and Subcontractor shall contain a waiver of the insurer's right of subrogation against Owner and (Architect).
- 1.12.18 Owner, and (Architect) shall be released and held harmless by Contractor and its Subcontractors for all loss of or damage to Contractor's and/or its Subcontractor's sheds, tools, equipment, and/or materials, or to any property of its employees.
- 1.13 LIABILITY AND OBLIGATIONS OF CONTRACTOR
- 1.13.1 The liability of Contractor assumed under this Contract shall in no manner be limited by the amount of insurance, which Contractor is required to provide by the terms hereof.
- 1.13.2 Unless otherwise expressly provided in this Contract, (a) no payment to Contractor under this Contract, including final payment, shall be deemed to be an acceptance of defective or improper Work or material, and (b) the liability or obligations of Contractor under this Contract shall not be deemed to be released, discharged, or waived by reason of termination of this Contract or acceptance of Work or final payment hereunder.
- 1.14 CONTROLLING LAW
- 1.14.1 This Contract shall be construed and enforced, and all rights and liabilities hereunder shall be determined in accordance with the laws of the State of Maryland.
- 1.15 FIRST AID, HOSPITAL, MEDICAL
- 1.15.1 Contractor will provide and maintain adequate first aid facilities at the job site and arrange for emergency treatment of injuries by doctors in private practice. Owner will not assume any responsibility, financial otherwise, for any hospital, medical or surgical care or treatment which Contractor, Subcontractors or their employees may require during the course of the Work or at any time thereafter.
- 1.16 NOTICE TO PROCEED

Section 9

- 1.16.1 Contractor will not commence Work nor allow any Subcontractor to do so until all insurance and bonds to be furnished hereunder, except Owner-furnished insurance, have been approved by Owner and until Owner/Architect has given Contractor written notice to proceed.
- 1.17 PROGRESS SCHEDULE
- 1.17.1 Prior to commencement of Work, Contractor shall prepare and submit to Architect for approval a progress schedule indicating the proposed dates for the starting of completion of the various parts of the Work outline herein.
- 1.17.2 With each Progress Payment the Contractor shall submit an update of his schedule.
- 1.18 ASSIGNMENT
- 1.18.1 Contractor will not assign this Contract nor assign any monies due or to become due hereunder without previous written consent of Owner.
- 1.19 SITE INSPECTION
- 1.19.1 It is agreed, prior to submitting its proposal to perform the Work to be accomplished under these documents, Contractor visited the project site. By submission of said proposal, Contractor acknowledged such visit and an understanding of the conditions under which the Work must be accomplished including the manner of construction and access to the site.
- 1.20 COOPERATION
- 1.20.1 Owner or other parties may perform work in the vicinity of or on the premises affected by this Contract. In the event of such Work, Contractor agrees to arrange and carry on its Work in such a manner that the performance of such Work by Owner or other parties will not be unnecessarily hindered or delayed and Contractor and the persons performing such other Work may be adjusted or settled by Architect and his decision will be final.
- 1.21 CONTRACTOR'S GUARANTEE
- 1.21.1 Contractor guarantees that all Work done under this Contract will be free of faulty materials or Workmanship and that all materials used will be new unless otherwise agreed to in writing by the Owner, or specified herein. Contractor hereby agrees, immediately upon receiving notification from Architect, to remedy, repair or replace, without cost to Owner and to Architect's entire satisfaction, all defects, damages or imperfections which may appear as a result of faulty materials or Workmanship in said Work or as a result of any faulty design prepared by Contractor or Subcontractor, at any time, or from time to time, during the period beginning with commencement of Work and ending one year after the date of final payment unless otherwise specifically extended. This obligation does not guarantee against damage sustained as a result of improper operation of equipment or changes or additions made or done by persons not directly responsible to Contractor or Subcontractors, except where such changes or additions are made in accordance with Contractor's or Subcontractor's direction. Contractor's guarantee on equipment manufactured or supplied by firms other than Contractor will equal but not exceed the guarantee of the manufacturer or supplier.

Section 9

Termination of this Contract or the acceptance of Work or payment to Contractor hereunder will not relieve Contractor from these obligations. In addition to this general guarantee, specific product and installation guarantees shall be included as they appear in other specification sections.

- 1.22 CONDUCT
- 1.22.1 Use of offensive language, by any Worker is prohibited at all times, and the Owner reserves the right to ask that any such Worker be removed from the project.
- 1.23 OBSERVATION AND INSPECTION OF WORK
- 1.23.1 Owner and Architect will at any and all times have access to the Work being performed under this Contract and all aspects thereof and to the premises affected thereby, for observation purposes including the utilization at Owner's expense of third-party inspectors; and Contractor will provide facilities for such access and inspection.
- 1.23.2 If the specifications, laws, ordinances, or Architect's instructions require any phase of the Work to be tested or approved, Contractor will notify Architect of the readiness for inspection, and Architect will inspect such Work promptly. If any such Work is covered up, the Contractor must, if required by Architect, uncover the Work for examination and recover the Work without additional cost to Owner.
- 1.24 CORRECTION OF DEFECTIVE WORK
- 1.24.1 At any time during construction, should Architect's inspection disclose any installed material or Workmanship of lesser quality than that specified, Contractor will, upon receipt of Architect's notice, remove the unacceptable Work and replace it, using new materials of acceptable quality, all without additional cost to Owner. Owner will have the option to withhold all or any part of the payment due Contractor until such replacement Work has been completed.
- 1.24.2 Reexamination of questioned Work may be ordered by Architect and, if so ordered, the Work will be uncovered by Contractor, if necessary. If uncovered Work is found to be in accordance with the Contract documents and design, Owner will pay the cost of uncovering and recovering as extra Work. If the uncovered Work is found not to be in accordance with the Contract documents and design, Contractor will pay all cost of uncovering and recovering in addition to the costs of correcting the unsatisfactory Work disclosed.
- 1.25 FORCE MAJEURE
- 1.25.1 Notwithstanding anything to the contrary in this agreement, any delays in or failure of performance by Owner or Contractor (other than the payment of money) shall not constitute default hereunder as and to the extent such delays or failures of performance are caused by occurrence beyond the control of Owner or Contractor, as the case may be, including, but not limited to, Acts of God or the public enemy, compliance with any order or request of any governmental authority, Acts of War, fires, floods, unusual or prolonged inclement weather, explosions, accidents, riots, lockouts, strikes or other concerted acts of Workmen, whether or not of the same class or kind as those specified above, which are not within the control of

Section 9

Owner or Contractor respectively, and which by the exercise of reasonable diligence, Owner or Contractor are unable to prevent. The affected party shall give written notice to the other party as soon after becoming aware of the force Majeure event as is reasonably possible. The parties will meet together to determine the effects of the force Majeure event.

- 1.26 **BONDS**
- 1.26.1 The Contractor shall provide performance and payment bonds in the amount of 100% of the Contract sum. These bonds shall be furnished with the insurance certificates, outlined in section 1.12, prior to the start of construction.
- 1.27 **STATUTORY LIMITATION PERIOD**
- 1.27.1 Delete paragraph 13.7.1 and all subparagraphs from AIA A-201 General Conditions.
- 1.28 **ARBITRATION**
- 1.28.1 Delete paragraphs 4.6 and all subparagraphs from AIA A-201 General Conditions.
- 1.29 **MEDIATION**
- 1.29.1 In subparagraph 4.5.2 delete the portion of the third sentence, "The request may be made concurrently with the filing of a demand for arbitration but, in such event,": Capitalize the "M" in mediation and delete the words "arbitration or" in the remaining portion of the sentence.
- 1.30 **ANTI-DISCRIMINATION PROVISION**
- 1.30.1 Contractor agrees not to discriminate against any employee or applicant because of race, creed, color or national origin in connection with their employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation and selection for training. If the Contractor fails to comply with this provision, Owner shall have the right to cancel, terminate or suspend in whole or in part the Contract. Further, Contractor agrees to obligate its Subcontractors to these same requirements.
- 1.31 **OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**
- 1.31.1 In subparagraph 1.6.1, delete in lines 5 and 6 the words, "and unless otherwise indicated, the Architect and the Architect's consultants shall be deemed the authors of them and will retain common law; statutory and other reserved rights, in addition to the copyrights." Also, in lines 11 and 12, delete the words, "without the specific written consent of the Owner, Architect and the Architect's consultants."
- 1.32 **INFORMATION AND SERVICES REQUIRED OF THE OWNER**
- 1.32.1 Delete the last sentence of subparagraph 2.2.1.
- 1.33 **ADMINISTRATION OF THE CONTRACT**

Section 9

- 1.33.1 In subparagraph 4.1.3, delete the words, "against whom the contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect."
- 1.34 CLAIMS AND DISPUTES
- 1.34.1 In the fourth line of subparagraph 4.3.1, delete the words, "by written notice" in line 4 and insert, in lieu thereof, the words, "and fully documented in writing."
- 1.34.2 In the first line of subparagraph 4.3.2, add the words, "and fully documents" after the word "initiated" and delete in line 3 the words, "by written notice" and insert, in lieu thereof, the words, "and fully documented in writing."
- 1.34.3 In subparagraph 4.3.7.1, the following sentence is added, "Contractor agrees to make no Claim for damages for delays or disruption in the performance of this contract occasioned by any act or failure to act by Owner or any of Owner's representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the Work as provided herein."
- 1.34.4 Delete subparagraph 4.3.10 in its entirety.
- 1.35 RESOLUTION OF CLAIMS
- 1.35.1 In subparagraph 4.4.5, the word "arbitration" at the end of the subparagraph is to be deleted and, in lieu thereof, the word "litigation" is inserted.
- 1.35.2 Delete subparagraph 4.4.6 in its entirety.
- 1.35.3 In subparagraph 4.4.8, the word "arbitration" at the end of the subparagraph is to be deleted and, in lieu thereof, the word "litigation" is inserted.
- 1.36 HAZARDOUS MATERIALS
- 1.36.1 In the second line of subparagraph 10.5, insert the words "which existed in the Project Site" between the words "substance" and "solely."
- 1.37 OWNER'S LIABILITY INSURANCE
- 1.37.1 Delete subparagraph 11.2.1 in its entirety
- 1.38 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE
- 1.38.1 Delete subparagraph 11.3.3 in its entirety.
- 1.39 PROPERTY INSURANCE
- 1.39.1 In subparagraph 11.4.1, please delete the word "Owner" in the first line and insert, in lieu thereof, the word "Contractor."

Section 9

- 1.39.2 Add at the end of the first sentence in subparagraph 11.4.1., the words "and with no co-insurance."
- 1.39.3 add at the end of subparagraph 11.4.1.1 the following words, "including all permit, regulatory fees and soft costs
- 1.39.4 Delete subparagraph 11.4.1.2 in its entirety.
- 1.39.5 In subparagraph 11.4.1.3, please delete the word "owner" in the first line and insert, in lieu thereof, the word "Contractor." Also, add at the end of subparagraph 11.4.1.3, the following words, "without charge back to the Owner or change Order to the Contract."
- 1.39.6 In subparagraph 11.4.2, delete the word "Owner" in the first line and insert, in lieu thereof, the word "Contractor."
- 1.39.7 Delete subparagraph 11.4.3 in its entirety
- 1.39.8 In subparagraph 11.4.4, delete the word "Contractor" in the first line and insert, in lieu thereof, the word "Owner," delete the word "herein" in the first line and insert, in lieu thereof, the words, " in the Contract Document," delete the word "Owner" in the second line and insert, in lieu thereof, the word "Contractor," and delete the word "Contractor" in the last line and insert, in lieu thereof, the word "Owner."
- 1.39.9 The following shall be added at the end of subparagraph 11.4.5, "provided the primary cause of the loss is not the result of negligence by the Contractor or its subcontractors or the loss is not otherwise covered by insurance.
- 1.39.10 The following sentence shall be added at the end of subparagraph 11.4.6, "Each policy shall name the Owner as an additional insured."
- 1.39.11 In the sixty line of subparagraph 11.4.7, delete the word "owner" the first time it appears and insert, in lieu thereof, the word "Contractor."
- 1.39.12 In the first line of subparagraph 11.4.8, delete the word "Owner's" and insert, in lieu thereof, the word "Contractors;" add after the word "Owner" in the first line, the phrase, "and Contractor jointly" and delete the word "Owner" in the second line and insert, in lieu thereof, the word "Contractor."
- 1.39.13 Delete subparagraph 11.4.10 in its entirety.
- 1.40 MINIMUM BUILDER'S RISK INSURANCE REQUIREMENTS
- 1.40.1 Minimum Amount of Insurance
- Completed value of the building/structure, excluding the value of the land; property in transit in the amount of \$100,000 and off site storage in the amount of \$250,000.
- 1.40.2 Property Covered is to include excavation, grading or filling as well as foundations,

Section 9

underground flues, pipes, drains and wiring.

Section 9

1.40.9.130-Day Notice of Cancellation to
Risk Manager-Division of Insurance
Archdiocese of Baltimore
320 Cathedral Street
Baltimore, MD 21201

1.40.9.230-Day Notice of Non-Renewal to:
Risk Manager-Division of Insurance
Archdiocese of Baltimore
320 Cathedral Street
Baltimore, MD 21201

1.40.10 Evidence of Property Insurance

Prior to the start of work, an original and one copy of the policy satisfying the minimum insurance requirements must be sent to:

Risk Manager-Division of Insurance
Archdiocese of Baltimore
320 Cathedral Street
Baltimore, MD 21201

1.41 TERMINATION BY THE OWNER FOR CONVENIENCE

1.41.1 Delete the phrase "along with reasonable overhead and profit on the Work on executed" at the end of subparagraph 14.4.3

END OF SECTION 00800