

POLICY 3.4.1 Guidelines for Building a Church, Rectory, and/or Parish Hall or to do Major Alterations

IMPORTANT: It is of utmost importance to discuss a possible project with the Financial Administrator of the Archdiocese before proceeding with any major renovations or construction.

- 1) The obvious first step in planning a major renovation or building project is to hold meetings of the Parish Priest with the Parish Pastoral Council, Finance Committee, and Building Committee (to be established at such a time) to ascertain the needs of the parish, taking into account input from the various parish organizations such as CWL, K. of C., other parish committees, and also the general approval of the parishioners. Input from a qualified liturgist may be required at this time.
From these meetings with the various groups, the Pastor and the Building Committee should prepare a functional programme of their needs. This programme when completed would be reviewed with the Archdiocesan Financial Administrator.
- 2) The Pastor and Building Committee should select an Architect. For this selection, a number of Architects could be approached and their ability to produce a building for the parish be assessed by reviewing their design approach and organizational skills. Prior to making a final selection, a check of the Architect's references should be made. A visit to the projects completed by the Architect is also recommended. The Parish should also seek the advice of the Archdiocesan Financial Administrator.
- 3) The Archbishop will write a letter of Commitment for the Parish, to the Architect, stating that in the event the project does not proceed beyond conceptual design, the Parish will reimburse the Architect on a per diem basis. The estimated fee required to complete the conceptual design must be stated in the letter.
- 4) The Pastor will meet with the Parish Pastoral Council, Finance Committee and Building Committee to review the architect's conceptual design.
- 5) The approved design will be posted on a bulletin board for parishioners to view.
- 6) The Pastor will meet with the Pastoral Council, Finance Committee and Building Committee to review the Parish's finances and manner of financing the Project.
- 7) The Parish Pastoral Council, if it agrees, must bring an affirmative recommendation to the parishioners for a vote of confidence, before proceeding any further.
- 8) The Pastor and members of the Parish Pastoral Council, the Finance Committee, and the Building Committee will meet with the Financial Administrator to review the proposed plans and financing.
- 9) The Pastor and Building Committee, authorized by the Parish Pastoral Council, will request their architect to prepare final design drawings which will explain the exterior of the building, the interior layout with basic specifications, and an updated cost estimate for the completed project.

- 10) An Application for Assistance from the Archdiocese of Grouard-McLennan will be made, supported with information obtained in #8 above. The application must bear the Pastor's signature of approval.
- 11) When the plans and specifications are at their 75% completion stage, the Parish committees will meet with the Archdiocesan Finance Committee to present the proposal for approval, and answer any questions they may have.
- 12) After approval, the Parish proceeds as follows:
 - a) A Standard Form Agreement between the architect and the Archdiocese is signed by the Archbishop.
 - b) The pastor and the Building Committee instruct their architect to prepare final plans and specifications in accordance with the approved design.
 - c) The architect provides the parish with the final drawings and complete specifications for their comments. The plans and specifications are adjusted to include the recommended changes.
 - d) The final plans and specifications are sent to the Archdiocese for the approval signature of the Archbishop.
 - e) The Building Committee then requests the architect to go to tender specifying that a Standard Form Contract will be used and that bids must be for a stipulated price. The contractors are also informed that the following documents will be required of the successful contractor:
 - i) A Performance Bond equal to 50%.
 - ii) Labor and Material Bond. (This is a judgment decision that must be made by the Building Committee and the architect.)
 - iii) General Insurance (See Appendix A attached) Section GC20, sub-sections as they apply to the contract.
 - iv) Proof of Workers' Compensation coverage (See Section GC18).
 - v) The contractors are also informed that the lowest bid or any of the bids may not necessarily be accepted. The closing date for bids is specified.
 - f) The bids are opened by the architect, the Pastor and Building Committee and reviewed.
 - g) The successful contractor is chosen, provided that the total of the bid price plus fees, etc., does not exceed the approved budget.
 - h) If the lowest bid brings the figure in (f) above to more than 5% of the budget, negotiations may be necessary with the contractor and the Archdiocese.
 - i) The successful contractor will then complete the Standard Construction Document Stipulated Price Contract; sign it, and attach the documentation as specified in (e) above. It must be remembered that the contract is between the contractor and the owner (The Catholic Archdiocese of Grouard-McLennan). The Building Committee Chairman will deliver these documents to the Financial Administrator for review and the signature of the Archbishop.
 - j) Absolutely no work is to begin until the contract has been signed by the contractor and the Archbishop and the following documents have been provided to the Financial Administrator:
 - The Performance Bond
 - The Original Copy of General Insurance

- Proof of Workers' Compensation Coverage (as specified in (e) above)

During Construction

- A. The contractor will submit to the architect progress reports specifying in detail the progress made on the project and requesting a progress payment. The architect will mail a copy to the Financial Administrator.
- B. The Chairman of the Building Committee or other person so appointed by the Building Committee (such as Clerk of the Works) and the Pastor will keep in close contact with the architect and receive such report from the architect.
- C. Upon receiving a progress report, such report must be closely reviewed by the Building Committee and the Pastor. Any deficiencies must be discussed with the architect immediately, with a request that such deficiency be corrected immediately. You must assure that deficiencies are deducted from the progress report.
- D. The parish must have, at the Royal Bank, a Building Fund Account, which is part of the Concentration Account.
- E. The Chairman of the Building Committee will ask the Pastor to approve the progress report. The Pastor will telephone the Financial Administrator and discuss the payment of the progress report.
- F. The Financial Administrator will review the progress report and, if applicable, the request for funds, and will deposit the requested amount directly to the parish's building account. A demand note for the amount will be sent to the parish priest for signature and return.
- G. All progress report payments to the contractor, and payments to the architect, will be made directly by the parish.
- H. The architect must make sure that the contractor is paying for his materials regularly and that his payroll is honoured on time by obtaining from the contractor the appropriate affidavit.
- I. When construction is complete, **no final payment must be made until all** deficiencies have been rectified and a Statutory Declaration filed by the contractor indicating that all payrolls, sub-trades, and materials and supplies have been paid by him.
- J. All workmanship is guaranteed for one year. Problems that arise within that period of time must be discussed with the architect and the contractor immediately and correction of the problem sought immediately.
- K. Continued and regular preventative maintenance checks must be conducted to assure continued enjoyment of your premises. Problems found must be corrected immediately.

Certain deviations from the above procedures may be agreed upon with the Financial Administrator.

IMPORTANT: The Archdiocesan Policy requires Parishes to raise at least 50% of the total cost of the project. The parish funds pay for the first 50% of the project cost before calling upon approved loan funds.

APPENDIX

GC 18 Workers Compensation Insurance

- 18.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the province or territory of the place of the work with respect to Workers' Compensation Insurance including payments due thereunder.
- 18.2 At any time during the term of Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by himself and his Subcontractors.

GC20 Insurance

- 20.1 Without restricting the generality of GC19 - Indemnification, the Contractor shall provide, maintain and pay for the insurance coverage listed in this General Condition unless otherwise stipulated:

a) **General Liability Insurance:**

General Liability Insurance shall be in the joint names of the Contractor, the Owner and the Architect with limits of not less than one million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with a Property Damage deductible of \$500. The forms of this insurance shall be the latest edition of CCDC Form 101 and shall be maintained continuously from commencement of the work until twelve (12) months following the date of the Certificate of Substantial Performance of Work, or until the Certificate of Total Performance of the Work is issued, whichever is the later, and with respect to Completed Operations Coverage for a period of not less than twelve (12) months from the date of the Certificate of Total Performance of the Work. Should the Contractor decide not to employ Subcontractors for operations requiring the use of explosives for blasting, or pile driving or caisson work, or removal or weakening of support of property, building or land; CCDC Form 101 as required shall include Endorsement CCDC Form 101-2.

b) **Property and Boiler Insurance**

(1) All Risks, Property Insurance shall be in the joint names of the Contractor, the Owner and the Architect, insuring not less than the sum of the amount of the Contract Price and the full value, as stated in the Supplementary Conditions, of products that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding one percent of the amount insured at the site of the Work. The form of this insurance shall be the latest edition of CCDC Form 201 and shall be maintained continuously until ten (10) days after the date of the Certificate of Total Performance of the Work.

(2) Boiler insurance insuring the interests of the Contractor, the Owner and the Architect for not less than the replacement value of Boilers and Pressure Vessels forming part of the Work. The form of this insurance shall be the latest edition of CCSC Form 301 and shall be maintained continuously from commencement of use or operation of the

property insured until (10) days after the date of the Certificate of Total Performance of the Work.

(3) Should the Owner wish to use or occupy part or all of the Work, he shall give thirty (30) days written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy the Contractor shall notify the Owner in writing of the additional premium cost, if any, to maintain Property and Boiler Insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain and pay for Property and Boiler Insurance insuring the full value of the Work, as in subparagraphs (1) and (2), in CCDC Forms 201 and 301, including coverage for such use of occupancy and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

(4) The policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss or damage payment with the Insurers.

(5) Payment for Loss of Damage:

The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of *GC13 - Application for Payment* and *GC14 - Certificates and Payments*. In addition the Contractor shall be entitled to receive from the payments made by the Insurer the amount of the Contractor's interest in the restoration of the Work.

(6) The Contractor shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the Contractor's responsibility by the terms of *GC21 - Protection of Work and Property* and *GC22 - Damages and Mutual Responsibility*.

(7) In the event of loss or damage to the Work arising from the work or act of an Other Contractor, the Owner, in accordance with his obligations under *GC9 - Other Contractors*, paragraph 9.2, shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of *GC13 - Applications for Payment* and *GC14 - Certificates and Payments*.

c) **Contractors' Equipment Insurance:**

All Risks Contractors' Equipment Insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including Boiler insurance on temporary Boilers and Pressure Vessels, shall be in a form acceptable to the Owner and Vessels, shall be in a form acceptable to the Owner and shall not allow

subrogation claims by the Insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than fifteen (15) days written notice in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of his equipment, the Owner agrees to waive the equipment insurance requirement.

- 20.2 Unless specified otherwise the duration of each insurance policy shall be from the date of commencement of the Work until the date of the Certificate of Total Performance of the Work.
- 20.3 The Contractor shall provide the Owner with proof of insurance prior to commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the Insurer to determine the cost of the insurance.
- 20.4 If the Contractor fails to provide or maintain insurance as required in this General Condition or elsewhere in the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor and the Architect. The cost thereof shall be payable by the Contractor to the Owner on demand or the Owner may deduct the costs thereof from monies which are due or may become due to the Contractor.