

Guidelines for filling out the Archdiocesan
Contract to Perform Work
(rev. 5/16/2020)

The *Contract to Perform Work* allows the contractor's proposal to be used as a scope of work and provides language that helps to protect the parish/school and the Archdiocese. The contract negates any terms and conditions in the contractor's proposal and provides the Archdiocese's terms and conditions. Thus the standard contract is a great tool for any contracted real property work completed at a parish or school. It can and should be used whether or not the Archdiocese is involved in the contract execution.

Please follow the Checklist below to complete the contract.

Please contact Joseph Mangan, Director of Property Management, at 513-263-6602, jmangan@catholiccincinnati.org for questions or advice. He is here to be of help as you work through the contracts!

If the project will be over \$25,000, please contact Joseph Mangan at the early stages of project development to discuss your project details. This will help ensure a smooth process in executing the work.

Checklist

1. **Contract** - Be sure the following items are filled in by hand or typed directly onto the .pdf form as indicated:
 - Agreement Date (Page 1). This date should be the date you expect the contract to be signed by both owner and contractor.
 - "Owner" (Page 1)
 - i. For projects greater than \$25,000 this is to be written verbatim: *Archbishop Dennis M. Schnurr as trustee for the members of the congregation of N. Roman Catholic Church. (N. is the name of the parish.)*
 1. (If this contract is for a high school, use: *Archbishop Dennis M. Schnurr as trustee for N. High School.*)
 - ii. For projects under \$25,000 this is to be written verbatim: *N. Roman Catholic Church. (If a high school, use: N. High School.)*
 - "Contractor" (Page 1). This is the name of the contractor's company.
 - Contract Price (Page 1). Check the correct box and fill in the price. If the project is partly one category and partly another, check the appropriate boxes, enter the amounts applicable to each category, and then place a note in the box below the contract prices, defining what is included in each category's price.
 - Starting and Completion Dates (Page 1). These dates should be the expected date the contractor will begin work and the date it will end. If the end date is unknown and not restricted by a deadline, choose a date sufficiently far off in the future. The project start date should not be before the contract agreement date listed at the top of the document.

Contractor Warranty (Page 5). This is the length of time the Contractor will warrant all work for the project. This does not cover any manufacturer warranties that may apply to products purchased for the project. Manufacturer warranties are provided in Appendix C.

If to Owner (Page 7)

- i. For projects \$25,000 and over, this should be: *Joseph Mangan, Director of Property Management, 100 East Eighth Street Cincinnati, OH 45202*
- ii. For projects under \$25,000, this should be the responsible party at the parish or high school.

If to Contractor (Page 7). This is the name and address of the contractor responsible for the work.

Signature (Page 9)

- i. The Contractor should sign on the Contractor blank first.
- ii. The Archbishop will sign on the Owner blank for all projects \$25,000 and over. Otherwise, the authorized person at the parish or high school will sign on the Owner blank.

2. ***Special Note***

a. *Please draw to the contractor's attention the terms and conditions, especially our requirements for lead, for asbestos, and for following all regulatory rules (i.e. OSHA and EPA). In many cases, like for window work, testing of caulking, paint, etc. for asbestos and lead is required before work begins. This can be done by the parish/school or the contractor.*

3. **Required Forms** - Be sure the following forms are included with the contract:

Exhibit A

- i. This is the proposal provided by the contractor. It should be very specific, identifying exactly what will be done, with manufacturer/model numbers for all products called out.
- ii. Please do not sign the Proposal in Exhibit A. The only signatures should be in the main contract.

Exhibit B

- i. This is the payment schedule, which should state at what point payments will be requested. It is not intended to be a schedule of *how* the project costs are broken up but rather a schedule of *when* the project costs will be paid.
- ii. This may be written or typed onto the Exhibit B page or may be added as an additional page.

Exhibit C

- i. These are any *manufacturer's product* warranty pages, detailing the manufacturer's specific warranty terms for the products. (The warranty for the *contractor's workmanship* is written onto Page 5 in the main contract.)
- ii. If there are no manufacturer's product warranty pages, write N/A on Exhibit C.

Contractor's Worker's Compensation Certificate, valid for the contracted time period.

- Contractor's Liability Insurance Certificate, showing required coverages (shown below) valid for the contracted time period. Certificate MUST show:
 - i. \$1,000,000 General Liability Insurance with a \$2,000,000 Aggregate
 - ii. \$1,000,000/Ea occurrence Automobile Insurance
 - iii. \$1,000,000 Professional Liability Insurance with a \$2,000,000 Aggregate
 - 1. *This is required Only if a contractor employees design and/or engineering professionals who will provide services in connection with the project.*
 - iv. Builder's Risk insurance, insuring the Work (including material) for 100% of the replacement costs (without deductible).
 - 1. *This is required for new building and large remodel construction contracts Only.*
 - v. Installation Floater, covering the contractor's labor, materials, and equipment to be used for completion of the Work against all risks of direct physical loss, equal to the full amount of the contract improvements.
 - 1. *This is required Only if the contractor will supply or install equipment at the Project.*
 - vi. The "Certificate Holder" as being the church or school.
 - vii. The exact phrasing: *N., Archbishop Dennis M. Schnurr, and the Archdiocese of Cincinnati are named as additional insureds.* (N. is the name of the parish or high school.)
 - 1. This phrasing is to be added in the "Description of Operations" Box on the certificate.
 - 2. The "ADDL INSR" boxes on the main portion of the certificate must also be marked with a Y or X for both the Automobile and General Liability sections.
 - viii. If Umbrella liability is listed on the certificate, it must be included for the additional insureds.
 - 1. The "ADDL INSR" box on the main portion of the certificate must be marked with a Y or X for Umbrella Liability.
 - 2. The statement "Umbrella Policy follows form." must be added to the Description of Operations section of the certificate.

4. **Additional Forms** - The following may be required, depending on the specific project circumstances:

- Written approval from the pastor or principal and appropriate councils for all real property projects \$25,000 and over.
- Written or verbal response from Finance (Tom Jennings 513-263-6607, tjennings@catholiccincinnati.org) acknowledging approval of project funding for all real property projects \$25,000 and over.
- Approval from the Worship Office (513-263-6609, msellers@catholiccincinnati.org) for contracts involving work in a worship space.
- Any applicable Zoning or Building permits, if they are not being obtained by the contractor. (Generally, the contractor provides the permits. The standard contract does say that the contractor will obtain all permits.)

- The Environmental Health and Safety Verification Form (obtained from Joseph Mangan if needed) for any contractor working in or around asbestos at a school.

Contract Execution

If the project is \$25,000 or larger, please scan/email the completed and contractor signed contract along with all required forms to jmangan@catholiccincinnati.org for review and for signature by the Archbishop. (If you need to fax instead, the fax number is (513-421-6225) the fully executed contract will be returned to you via email within a week in most circumstances.

If the project is under \$25,000, the contract is fully executed when the checklist is completed and both the contractor and authorized parish/school signer have signed the contract.