



# Diocese of Cheyenne

Office of the Bishop

## DECREE

Pope Saint Gregory, the Great, was a great shepherd of the Church. He was known, among other things, for his great skills as an administrator. Skills in administration are still important for shepherds of the Church, be they Popes, Bishops, Pastors, or other administrators of Church entities.

The construction of new buildings or additions to them, major renovations of existing structures, and the entering of contracts are things which present challenges to those seeking to be good administrators of Church property. To help them meet these challenges, I hereby promulgate and make effective this date the Building Commission and Building and Remodeling Regulations and Contract Review Regulations. All other regulations, norms and policies are hereby abrogated.

My hope and prayer is that these new regulations will be of assistance with new construction or major renovations and with the use of contracts.

Given in Cheyenne, Wyoming this September 3, 2013, the Feast of Saint Gregory, the Great.

*+ Paul D. Etienne*

The Most Reverend Paul D. Etienne, DD, STL  
Bishop of Cheyenne

*Carol DeLois*

Carol DeLois  
Chancellor

# THE DIOCESE OF CHEYENNE



## BUILDING COMMISSION AND BUILDING AND REMODELING REGULATIONS

EFFECTIVE SEPTEMBER 3, 2013  
FEAST OF SAINT GREGORY, THE GREAT

### Article I: Purpose and Scope of these Regulations

These regulations govern the Diocesan Building Commission and the process to be followed in every case where the Diocese of Cheyenne or a Public Juridic Person subject to the Bishop of Cheyenne (e.g., a parish, a mission, or a Catholic school) contemplates and pursues new construction, or major structural improvements (including building additions, renovations or remodeling) valued at or over the amount set forth in the particular law of the Diocese of Cheyenne or the statutes of the Public Juridic Person. All prior regulations and policies are hereby abrogated. The Bishop of Cheyenne, or his equivalent in canon law, may for a grave cause dispense from some or all of these regulations, and may mandate some additional requirements.

New church construction or major structural improvements to a church building (including additions, renovations or remodeling, particularly of the sanctuary) need the consent of the Bishop of Cheyenne, or his equivalent in canon law, who must first hear the Presbyteral Council.

Any change at all to church interiors, especially the arrangement of the sanctuary, requires the approval of the Bishop of Cheyenne, or his equivalent in canon law.

A liturgical consultant is to be used in all church construction or renovation.

### Article II: The Diocesan Building Commission

#### Section 1: Membership

In accordance with the process described in these regulations, the Diocesan Building Commission shall review, study and recommend to the Bishop of Cheyenne, or his equivalent in canon law, all matters concerning new construction, or major structural improvements (including building additions, renovations or remodeling) at or over the prescribed value or referred to the

Commission by the Diocesan Bishop, or his equivalent in canon law. The Commission shall also review, study and recommend related construction plans, specifications and pertinent contract documents. The Commission shall assist the Bishop of Cheyenne, his equivalent in canon law, Pastors or their equivalents in canon law, Administrators, Corporation Directors and Officers, Finance Councils, Pastoral Councils, and Local Building Committees in reviewing and studying new construction, or structural improvements (including building additions, renovations or remodeling) and their related construction plans, specifications and pertinent contract documents.

## **Section 2: Membership**

The Diocesan Building Commission shall consist of a minimum of nine (9) members, namely, the Bishop of Cheyenne, or his equivalent in canon law, the Vicar General or his equivalent in canon law, the Chancellor, two (2) clerics of the Diocese of Cheyenne, and at least four (4) laypersons who are experts in architecture, engineering, construction or other related fields. The clerics and laypersons shall be appointed by the Bishop of Cheyenne, or his equivalent in canon law, for a four (4) year term, which may be renewed.

## **Section 3: Officers**

The Bishop of Cheyenne, or his equivalent in canon law, shall appoint one (1) member of the Commission as Chairperson and one (1) member as Secretary. They shall serve a two (2) year term.

## **Article III: Definitions**

**Administrator** – The individual who administers the Public Juridic Person subject to the Bishop of Cheyenne.

**Bishop of Cheyenne, or his equivalent in canon law** – The bishop who governs the Diocese of Cheyenne, the priest who governs the Diocese of Cheyenne when the Bishop of Cheyenne is incapacitated, or the Apostolic or Diocesan Administrator who governs the Diocese of Cheyenne when there is no bishop (*sede vacante* – vacant see).

**Local Building Committee** – A committee formed for a Public Juridic Person subject to the Bishop of Cheyenne to provide advice when contemplating and pursuing new construction, or major structural improvements (including building additions, renovations or remodeling).

**Chancellor** – The individual who has been appointed by the Bishop of Cheyenne to be the chief notary and archivist of the Diocese of Cheyenne.

**College of Consultors** – A group of priests, chosen by the Bishop of Cheyenne from the membership of the Presbyteral Council, who assist the Bishop of Cheyenne or his equivalent in canon law, in the more important matters of the governance of the Diocese of Cheyenne, and when there is no Bishop, assumes the functions of the Presbyteral Council.

**Construction Specifications Institute** – The Construction Specifications Institute (CSI) ([www.csinet.org](http://www.csinet.org)) is an organization that maintains and advances the standardization of construction language as pertains to building specifications. CSI provides structured guidelines for specification writing in their Project Resource Manual, (formerly called the Manual of Practice (MOP)).

**Corporation** – An artificial person, under laws of the State of Wyoming or another state, distinct from all natural persons or material goods, constituted by the filing of articles of incorporation with the Secretary of State or designated government official for purpose stated in the articles, with a capacity for continuous existence, and with legal rights and duties like those of a natural person conferred upon it by law, or by the incorporating authority which constitutes it, and is given a mission. The Diocese of Cheyenne is a corporation. Each parish is a corporation, and so are some other entities in the Diocese.

**Corporation Directors and Officers** – The individuals who serve as the governing body of the corporation (the Directors), and the individuals who serve as the administrators of the corporation, namely, the President, Vice-President, Secretary, Treasurer or Secretary/Treasurer (the Officers).

**Design Professional** – A person who has been educated in architecture, engineering (listed and accredited by the Accreditation Board of Engineering and Technology), land surveying, landscape architecture, and/or planner, who has received statutory state professional licensure or registration in the designated profession or has been professionally certified through examination and qualification/experience review by a nationally or internationally recognized organization having such authority to certify individuals in that technical area.

**Diocesan Building Commission** – In accordance with the process described in these regulations, a group of individuals who shall review, study and recommend to the Bishop of Cheyenne, or his equivalent in canon law, all matters concerning new construction, or major structural improvements (including building additions, renovations or remodeling) at or over the minimum prescribed value or referred to the Commission by the Diocesan Bishop, or his equivalent in canon law.

**Finance Council** – The council which assists and advises the Administrator of a Public Juridic Person in the financial matters of Juridic Person. There is a Diocesan Finance Council, there are Parish Finance Councils, and there are Finance Councils for each Public Juridic Person.

**Liturgical Consultant** – An individual who is expert on Catholic liturgy, liturgical design and liturgical art.

**Pastoral Council** – The council which advises the Bishop, or his equivalent in canon law, or the Pastor, or his equivalent in canon law, in providing pastoral care.

**Pastor, or his equivalent in canon law** – The priest who governs the parish under the authority of the Bishop of Cheyenne, the Moderator of a team of priests who govern the parish *in solidum*,

the Priest Director of a parish without a Pastor where a portion of the pastoral care has been entrusted to someone other than a priest, or if the Pastor is impeded or there is no Pastor, the Parochial Administrator, and until a Parochial Administrator is appointed, the Parochial Vicar or if there is more than one, the senior by appointment, or if there is no Parochial Vicar, a priest designated by the Bishop of Cheyenne or his equivalent in canon law.

**Presbyteral Council** – A group of priests who assist the Bishop of Cheyenne in his governance of the Diocese of Cheyenne.

**Public Juridic Person subject to the Bishop of Cheyenne** – An artificial person, under canon law, distinct from all natural persons or material goods, constituted by competent ecclesiastical authority for an apostolic purpose, with a capacity for continuous existence, and with canonical rights and duties like those of a natural person conferred upon it by law, or by the authority which constitutes it, and is given a mission by hierarchical authority to act in the name of the Church and under the supervision and direction of the hierarchy. The Diocese of Cheyenne is a Public Juridic Person. Each parish is a Public Juridic Person, and so are some other entities in the Diocese.

**Vicar General or his equivalent in canon law** – The priest who has been appointed by the Bishop of Cheyenne with general administrative authority in the Diocese of Cheyenne, or the priest who has been appointed to a similar role by the Apostolic or Diocesan Administrator.

## **Article IV: Process**

Before a Public Juridic Person subject to the Bishop of Cheyenne (e.g., a parish, a mission, or a Catholic school) begins the process for new construction or major structural improvement (including building additions, renovations or remodeling), the Pastor, or his equivalent in canon law, or the Administrator shall discuss the possible project with the Bishop of Cheyenne or his equivalent in canon law.

### **Section 1: Preliminary Development of the Project**

- A. When a Public Juridic Person subject to the Bishop of Cheyenne or the Diocese of Cheyenne determines a need for new construction or major structural improvements (including building additions, renovations or remodeling), the appropriate canonical consultative bodies and the corporation's Board of Directors shall be consulted and a Local Building Committee shall be formed.
- B. If the project appears to be feasible and desirable, a Wyoming registered architect or a Wyoming registered professional engineer is to be retained and authorized to prepare the preliminary submittals. In addition, if the project involves the construction or major structural improvements (including building additions, renovations or remodeling) of church, including any changes to the interior of the church, a liturgical consultant is to be used.

- C. The appropriate Owner-Architect[/Engineer] Agreement (American Institute of Architects (A.I.A.) Document), as applicable to the nature of the project, shall be signed by the appropriate canonical and corporate officials.
- D. The Architect/Engineer shall prepare the preliminary submittals.

### **Section 2: The Preliminary Submittals**

- A. The Architect/Engineer in conjunction with the Local Building Committee shall prepare:
  - 1. Drawings:
    - a. Pre-Design Site Plan – see Attachment A.
    - b. Site plan of existing conditions and certified as to correctness by a Wyoming Registered Professional Land Surveyor.
    - c. A tentative floor plan and sketch of the proposed structure and types of material to be used.
  - 2. Geotechnical investigations shall be made by a Professional Engineer as part of the planning of every new building, with the expense borne by the owner. The final report of the geotechnical investigation and appropriate drawings shall be part of the final design drawings/package and shall be prepared and signed by a Wyoming Professional Engineer.
  - 3. Preliminary cost estimate of construction.
- B. A detailed method of financing the proposed project shall be developed. The method shall include that fifty percent (50%) of the anticipated cost of the project shall be deposited in a Federally regulated financial institution in cash or cash equivalent, and shall have a credible plan for raising the additional funds.
- C. Recommendations shall be obtained from the appropriate canonical consultative bodies and the Local Building Committee. A resolution of the corporation's Board of Directors shall be obtained.

### **Section 3: Submission of Petition or Project Description**

- A. For Public Juridic Persons subject to the Bishop of Cheyenne, a written petition shall be sent to the Bishop of Cheyenne, or his equivalent in canon law. For the Diocese of Cheyenne, the Bishop of Cheyenne, or his equivalent in canon law, shall compose a project description. The petition and the project description shall include:
  - 1. A resolution of the Board of Directors of the Corporation.
  - 2. The recommendations of the Finance Council, Pastoral Council and Local Building Committee.
  - 3. A description of the need and scope of the proposed project.
  - 4. The anticipated cost of the project.
  - 5. The projected cost of the project is to include a ten percent (10%) contingency for inflation.

6. The proposed method of financing the project. Prior to the beginning of construction, fifty percent (50%) of the anticipated cost of the project shall be deposited in a Federally regulated financial institution in cash or cash equivalent, and a credible plan for raising the additional funds shall be in place.
- B. The petition or the project description shall be presented to the Chairperson of the Diocesan Building Commission for study, review and recommendation by the Commission.
- C. For Public Juridic Persons subject to the Bishop of Cheyenne, the Diocesan Finance Council and the College of Consultants may be consulted concerning the financing of the proposed project.
- D. For new church construction or major structural improvements to a church building (including additions, renovations or remodeling, particularly of the sanctuary), the Presbyteral Council shall be heard and the Diocesan Liturgical Commission may be consulted.

#### **Section 4: Development of the Project Design**

- A. After written approval of the preliminary submittals has been given by the Bishop of Cheyenne, or his equivalent in canon law, a written agreement with the architect/engineer shall be prepared and signed by the respective parties. The agreement shall encompass the project's scope of work (design and /or construction supervision), and shall authorize the design professional to commence work no less than fifteen (15) calendar days after signature. The agreement with the architect/engineer may include a provision for the design professional, after the final written consent of the Bishop of Cheyenne, or his equivalent in canon law, has been given, to prepare and advertise the project in the appropriate print and trade media.
- B. The architect/engineer shall prepare construction drawings and specifications in keeping with the local building codes. The design professional shall incorporate into these drawings any and all specific requirements and legitimate changes as recommended by the Diocesan Building Commission and other diocesan and local bodies. Should these changes affect the preliminary cost estimates, the architect shall revise the design professional's estimates accordingly. A copy of the revised estimate shall be sent to the Bishop of Cheyenne, or his equivalent in canon law, and shall be shared with the Diocesan Building Commission.
- C. The above designs shall be reviewed by the appropriate canonical and corporate bodies, and the appropriate advice and consent shall be obtained.

#### **Section 5: Interim and Final Review of Project Design**

- A. Upon completion of the Design Development Phase (thirty-five percent (35%) completion of drawings), the drawing shall be first reviewed with the Local Building Committee and

by the appropriate canonical and corporate bodies, with the appropriate advice and consent obtained.

- B. The drawings with any revisions shall then be submitted to the Diocesan Building Commission for review, together with a revised cost estimate as adjusted from the preliminary estimate, the intended method of bidding, as to single or multiple contracts, and the identified potential contractor bidders list. The bid for contractor services shall be an open-bid procedure based upon the criteria stipulated in the 'Offer for Contract Services' document. This interim review is to ascertain that the scope of the project is as originally intended and inclusive of any and all previously recommended changes.
- C. At this phase, a current financial statement and detailed proposal of all present and future funds available for the project shall be submitted to the Bishop of Cheyenne, or his equivalent in law. He may consult the Diocesan Finance Council and the College of Consultors.
- D. The Diocesan Building Commission may recommend a continuation of the project. Should, for grave reasons, the Diocesan Building Commission recommend a temporary halt in the project, it shall submit in writing to the Bishop of Cheyenne, or his equivalent in canon law, its reasons for such action. If the Bishop of Cheyenne, or his equivalent in canon law, agrees, all work on the project shall immediately stop until written consent is given to resume work. Should the project be abandoned or substantially changed, the design professional shall be compensated according to the terms of the Owner-Design Professional Agreement.
- E. Upon completion of the final plans, the plans shall again be submitted to the Local Building Committee, the appropriate canonical and corporate entities, and the Diocesan Building Commission prior to the issuance of the plans for bids.
- F. The Bishop of Cheyenne, or his equivalent in canon law, shall be petitioned for permission to seek bids for the project.
- G. After construction has begun, no change involving an expenditure of more than \$2,000.00 is to be made without the expressed written consent of the Bishop of Cheyenne, or his equivalent in canon law.

#### **Section 6: Issuance of Design Plans for Bids**

##### **A. Requirements:**

- 1. All construction, both for new and for major improvements, anticipated to be valued at or over the amount set forth in the particular law of the Diocese of Cheyenne or the statutes of the Public Juridic Person shall be by competitive bids.
- 2. Plans and specifications shall be issued only to those contractors qualified and approved by the Pastor, or his equivalent in canon law, Directors and Local Building Committee following consultation with the design professional.



3. On any project for which the mechanical work is estimated to exceed the value at or over the amount set forth in the particular law of the Diocese of Cheyenne or the statutes of the Public Juridic Person shall be bid and awarded as a separate contract.

B. Instructions to bidders shall include:

1. That the owner reserves the right to reject any and all bids received.
2. That all bids shall remain valid for a period of forty-five (45) calendar days from the date of bid opening.

C. Proper advertisement for project bidding shall be made in the appropriate print and trade media.

**Section 7: Receipt of Bids**

- A. All bids, with the customary bonds, shall be sealed and publicly opened at the announced bid opening date.
- B. A summary of the bids received shall be sent to the Bishop of Cheyenne, or his equivalent in canon law, who may provide a copy to the Diocese Building Commission and the Diocesan Finance Council.
- C. After having consulted with the Architect/Engineer, the appropriate canonical consultative bodies and the Local Building Committee, and after the corporation's Board of Directors have reviewed the matter, the consent of the Bishop of Cheyenne shall be sought for the acceptance of the bid or bids. The Bishop may seek the advice of the Diocesan Building Commission before giving his consent.

**Section 8: Acceptance of Bid or Bids**

- A. After having received the consent of the Bishop of Cheyenne to accept the bid or bids, the architect/engineer shall prepare the Owner-Contractor Agreement (American Institute of Architects Document, as modified – see Attachment B) in the number of copies required (minimum four). This Agreement shall be signed by the appropriate canonical and corporate officials.
- B. For Public Juridic Persons subject to the Bishop of Cheyenne (e.g., a parish, a mission, or a Catholic school), a copy of all Contract Documents, including the Performance and Labor and Materials Payment Bond, American Institute of Architects General Conditions of the Contract, latest edition; and all Certificates of Insurance shall be kept in its archives and a copy shall be sent to the Bishop of Cheyenne.
- C. For the Diocese of Cheyenne, a copy of all Contract Documents, including the Performance and Labor and Materials Payment Bond, American Institute of Architects, General Conditions of the Contract, latest edition; and all Certificates of Insurance shall be kept in its archives.

- D. Change Orders after the acceptance of the bid or bids is strongly discourage, and are to be done only when absolutely necessary. The Bishop of Cheyenne is to be informed of all Change Orders over the amount specified in the particular law of the Diocese of Cheyenne, whether in the singular or the aggregate.

**Section 9: Documents**

- A. All American Institute of Architects documents referred to in these regulations and to be used for the project shall be the latest edition as issued by the American Institute of Architects, as amended by the Bishop of Cheyenne.
- B. All specifications shall conform to the latest approved format of the Construction Specifications Institute (C.S.I.).
- C. At the conclusion of the building project, a complete set of 'as constructed' and mechanical fabrication drawings shall be prepared and signed/sealed by the architect and appropriate professional engineers. Copies of all required permits and 'approved' construction inspection reports submitted by regulatory authorities, etc., shall be submitted. If appropriate, a copy of the 'certificate of occupancy' shall be provided. For Public Juridic Persons subject to the Bishop of Cheyenne, this information is to be kept in its archives for reference in case of future repairs, renovations, or additions. A complete set of this information shall be sent to the Bishop of Cheyenne. For the Diocese of Cheyenne, this information is to be kept in its archives for reference in case of future repairs, renovations, or additions.

# THE DIOCESE OF CHEYENNE



## CONTRACT REVIEW REGULATIONS

EFFECTIVE SEPTEMBER 3, 2013  
FEAST OF SAINT GREGORY, THE GREAT

### Article I: Purpose of these Regulations

As a member of the Catholic Umbrella Pool II insurance group with Catholic Mutual, the Diocese of Cheyenne is required to adopt regulations governing the review of contracts. The purpose of these regulations are to ensure that potential liability for damages is assumed by the appropriate party or parties and that the Diocese and Public Juridic Persons subject to the Bishop of Cheyenne (e.g., parishes, missions or Catholic schools) do not agree to any unnecessary liability provisions when signing a contract or lease agreement. The Diocese of Cheyenne and Public Juridic Persons subject to the Bishop of Cheyenne are hereby bound by these regulations. The Bishop of Cheyenne, or his equivalent in canon law, may for a grave cause dispense from some or all of these regulations, and may mandate some additional requirements

### Article II: Effective Date

These Contract Review Regulations are effective DATE, and all prior regulations and policies are hereby abrogated.

### Article III: Norms

#### Section 1: All construction, improvement, and repair projects

- A. Only licensed professions are to be utilized to perform a construction, improvement or repair project.
- B. Written contracts describing the project and responsibilities are required, and are to be signed by the appropriate canonical and corporate official.

**Section 2: New construction, or major structural improvements (including building additions, renovations or remodeling) valued at or over the amount set forth in the particular law of the Diocese of Cheyenne**

- A. All projects involving new construction or major structural (including building additions, renovations or remodeling) valued at or over the amount set forth in the particular law of the Diocese of Cheyenne shall adhere to the regulations and requirements set forth in the Building Commission and Building and Remodeling Regulations.
- B. All projects, project designs, bids, their acceptance and contracts shall be reviewed by the appropriate canonical and corporate bodies, and the appropriate advice and consent shall be obtained.
- C. The approval of the Bishop of Cheyenne, or his equivalent in canon law, is required for the project, the project's designs, the acceptance of the bid or bids, and the contracts.
- D. All contracts shall be signed by the appropriate canonical and corporate official.

**Section 3: New construction, structural improvements (including building additions, renovations or remodeling) or repairs valued under the amount set forth in the particular law of the Diocese of Cheyenne**

- A. Projects involving new construction, structural improvements (including building additions, renovations or remodeling) or repairs valued under the amount set forth in the particular law of the Diocese of Cheyenne may be submitted for review by the Building Commission, but are not required to do so.
- B. The services of a Wyoming registered/licensed architect or engineer may be obtained, but is not required.
- C. A contract, however, is required. The contract is to detail the work to be done, the materials to be used, the project start and completion dates, the total price of the project and the method of payment. The contract must contain one of the following: 1) as an addendum, Exhibit A (Parish Provides Builder's Risk Coverage); 2) as an addendum, Exhibit B (Contractor Provides Builder's Risk Coverage); or 3) incorporate the wording of one of these addendums into the contract to satisfy the requirements of the insurance provider to the Diocese of Cheyenne, Catholic Mutual.
- D. All contracts shall be signed by the appropriate canonical and corporate official.

#### **Section 4: Professional Services or Maintenance Agreements**

Only reputable, licensed repair and maintenance professionals shall be utilized when paying for minor repairs and maintenance services. These would include small plumbing, electrical, mechanical or carpentry projects. Although the projects have similar potential liability problems, the size and scope of these projects limit the amount of concern and documentation that the project owner can reasonably require. The use of licensed professionals who are a permanent part of the local community is preferred over those who are not part of the local community.

#### **Section 5: Rental and Lease Agreements**

- A. All rental or lease agreements shall be reviewed by the secular legal counsel of the public juridic person (e.g., the Diocesan attorney, or the parish attorney) regardless of whether the Church entity is the owner or the lessor or renter.
- B. All rental or lease agreements shall contain either as addendum, Exhibit C, or incorporate the wording of this addendum into the lease or rental agreement.
- C. Renters or lessors of Church property for use as a private residence shall be required to carry "renter insurance," which names the owner, and if it is not the Diocese of Cheyenne, the Diocese of Cheyenne, as an "additional insured" for a minimum of \$300,000.00 combined single limit coverage.
- D. For the Diocese of Cheyenne:
  1. Prior to leasing of property owned by the Diocese of Cheyenne, the Bishop of Cheyenne, or his equivalent in canon law, shall hear the Diocesan Finance Council and the College of Consultors, when the market value of the goods to be leased exceeds \$400,000.
  2. Prior to leasing of property owned by the Diocese of Cheyenne, the Bishop of Cheyenne, or his equivalent in canon law, shall obtain the consent of the Diocesan Finance Council and the College of Consultors when the market value of the property to be leased exceeds \$1,000,000 or the lease is to be for 3 years or longer.
  3. The valid leasing of property owned by the Diocese of Cheyenne requires the consent of the Holy See when the market value of the property exceeds \$5,000,000.00.
- E. For public juridic persons subject to the Bishop of Cheyenne:
  1. The valid leasing of ecclesiastical goods owned by a public juridic person subject to Bishop of Cheyenne requires consent of the Bishop of Cheyenne, or his equivalent in canon law, when the market value of the

property to be leased exceeds \$100,000 or the lease is to be for 1 year or longer.

2. The valid leasing of property owned by a public juridic person subject to the Bishop of Cheyenne requires the consent of the Holy See when the market value of the property exceeds \$5,000,000.00.

# THE DIOCESE OF CHEYENNE



## ATTACHMENT A: PRE-DESIGN SITE PLAN

Developed by:  
Herbert W. Stoughton, Ph.D., P.E., P.L.S., C.P.  
Geodetic Engineer

### The Pre-Design Site Plan

1. The pre-design site plan is a combined boundary and topographic survey of the conditions on or adjacent to the site which affect the architect's and engineer's work product. The information is usually acquired by a registered professional land surveyor. Since the construction design and plans are part of the contract and are bona fide legal documents accepted by the Court to ascertain compliance and responsibility when litigation results from disagreements between regulatory agencies, design professionals, contractors and subcontractors, and the owner(s), then the pre-design site plan (or all the gathered information) must be included in the plan/drawing set (namely, the technical and administrative documents related to a particular project).
2. The items which should be included, but not limited to, are:
  - a. Boundary survey.
    - i. Dimensions (bearings, distances, and area).
    - ii. Identity of current adjoining landowners including deed/page of filing information in county repositories and/or county/municipality tax parcel identification.
  - b. All easements above, on, and below the ground surface which serve the site, or cross the site (encumber the title of the site).
  - c. Air-rights encumbrances or restrictions (e.g. maximum height of building and/or scenic view easements).
  - d. Adjacent access corridors - roads/streets; green ways; alleys; access/egress easements; etc. (include easement dimensions). Also, the "owner" and/or maintainer of the highways/roads/streets/alleys must be identified in order to acquire ingress/egress permits (curb cuts).
  - e. All public and private utilities which could service the site (e.g., gas lines, water lines, sanitary sewer, storm sewer or surface drainage; telephone lines; cable television service; electrical service; hydrants; etc.) This also includes any meter boxes, manholes, valve boxes, etc.

- f. Any encumbrances which affect the site development (underground or above ground transmission lines).
  - g. Flood plain classifications (2-year, 5-year, 10-year, etc.) must be investigated. If no flood plains are across or near the site, then a statement is made to that fact. All the sources for flood plain information reviewed, the original date of the source, and the date reviewed are cited on the site plan. Because flood plain designations and modifications are constantly being revised and updated, current documents must be reviewed.
  - h. Current zoning and land regulations, including the source of the information and date obtained.
  - i. Building code setbacks and restrictions. If the area being developed has covenants which have more restrictive than city or county set back/side lot restrictions, then they are stated, and the less restrictive are referred to in a note.
  - j. Location of soil sample test sites.
  - k. Location of existing foundations, wells, septic tanks - leach beds, "archaeological" sites; mines and borrow pits, hazardous chemical sites and dumps, etc.
3. Much of the information listed above may change due to a variety of activities by regulatory and oversight authorities. Therefore, care must be exercised in locating the most reliable source for this information, and the record should show the source of the information; the original date that the information was generated/published; and the date the information was extracted from the files/data base by the developer of the pre-design site plan.
  4. The information contained in this document is not all inclusive, but outlines the most commonly required data. The owner and the design professional must determine if, in the area of the proposed construction, additional site information is required by various statutory and regulatory agencies. Typically, the Building Department which issues the construction permits and oversees the construction inspections have check lists to verify compliance.



# THE DIOCESE OF CHEYENNE



## **ATTACHMENT B: AIA AND AGC DOCUMENTS REVISIONS NEEDED EMENDATIONS TO DOCUMENTS AS RECOMMENDED BY CATHOLIC MUTUAL ... "CARES" (REVISED 6/2013)**

Effective September 3, 2013

### **Directions:**

When the Diocese of Cheyenne or a Public Juridic Person subject to the Bishop of Cheyenne enters into a contract for new construction, or major structural improvements (including building additions, renovations or remodeling) valued at or over the amount set forth in the particular law of the Diocese of Cheyenne or the statutes of the Public Juridic Person, a contract is to be signed with the general contractor. In most instances, the contract required is a standard contract prepared by the American Institute of Architects or by the Associated General Contractors of America. Two of the most common standard contracts are the AIA Document A201 and AIA Document A107. There are also many other AIA and AGC contracts. The Diocese of Cheyenne or a Public Juridic Person subject to the Bishop of Cheyenne, if desired, may also prepare its own contract.

From an insurance and indemnification standpoint, the standard documents are written in favor of the contractor and/or sub-contractor. Fortunately, the contracts can be altered to make them more equitable for the Diocese of Cheyenne or the Public Juridic Person subject to the Bishop of Cheyenne.

Attached is a contract which allows for changes to be made to various AIA and AGC contracts. Please note the changes are only intended to address insurance and indemnification concerns. Other areas of the contract should be reviewed on behalf of the Diocese of Cheyenne or the Public Juridic Person subject to the Bishop of Cheyenne by a qualified attorney and the Diocesan Building Commission.

## ADDENDUM/CHANGES TO THE AIA OR AGC CONTRACT

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

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

**When the Owner is a Public Juridic Person subject to the Bishop of Cheyenne, the Contractor agrees to indemnify, in addition to the Owner, the Roman Catholic Diocese of Cheyenne.**

- AIA Document A201 – 1987 edition  
General Conditions of the Contract for Construction
  - 10.1.4 Delete second from last sentence (beginning with “regardless of whether or not ...”)
  - 11.3.1 Delete second half of first sentence (beginning after semicolon with “This insurance shall ...”)
  - 11.3.2 Delete entire paragraph
  - 11.3.3 Delete entire paragraph
  - 11.3.5 Delete entire paragraph
  - 11.3.7 Delete entire paragraph
  
- AIA Document A201 – 1997 edition  
General Conditions of the Contract for Construction
  - 10.3.3 Delete the word “sole” from the last sentence
  - 11.3.3 Delete entire paragraph
  - 11.4.1 Delete last sentence only (beginning with “This insurance shall ...”)
  - 11.4.2 Delete second half of first sentence (beginning after semicolon with “This insurance shall ...”)
  - 11.4.3 Delete entire paragraph
  - 11.4.5 Delete entire paragraph
  - 11.4.7 Delete entire paragraph

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

- AIA Document A201 – 1987 edition  
Abbreviated Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope
  - 17.2 Delete last sentence only (beginning with “The Contractor shall ...”)
  - 17.3 Delete last sentence only (beginning with “The Contractor shall ...”)
  - 17.6 Delete entire paragraph

- AIA Document A201 – 1997 edition  
Abbreviated Standard Form of Agreement between Owner and Contractor for Construction Projects of Limited Scope
  - 15.2.2 Delete the word “sole” from the last sentence
  - 16.3.3 Delete entire paragraph
  - 16.4.1 Delete last sentence only (beginning with “This insurance shall ...”)
  - 16.5.1 Delete entire paragraph

- AIA Document A201 – 2007 edition  
Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope
  - 17.3.1 Replace last sentence with “While the interests of all parties are covered, only Owner will be named as insured.”
  - 17.3.3 Add sentence to end of paragraph: “This paragraph does not apply to the extent Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or

an agent of any of the above has liability insurance to cover damages sustained by Owner.”

- AIA Document A201/CMa – 1992 edition  
Standard Form of Agreement Between Owner and Architect where the Construction Manager is NOT a Constructor
  - 10.1.4 Delete the phrase “in whole or in part” in the second line from the bottom of paragraph
  - 11.3.1 Delete last sentence only
  - 11.3.2 Delete “this insurance shall includes interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work and the Owner and Contractor shall be named insured” beginning in the fifth line of the paragraph
  - 11.3.5 Delete entire paragraph
  - 11.3.7 Delete entire paragraph
  - 11.3.8 Delete entire paragraph
  - 11.3.9 Delete entire paragraph
  - 11.3.10 Delete entire paragraph
  
- AGC Document 410 – 1993 edition  
Standard Form of Design – Build Agreement and General Conditions Between Owner and Contractor
  - 11.5.1 Delete second sentence only (beginning with “This insurance shall ...”)
  - 11.5.3 Delete entire paragraph
  - 11.5.4 Delete entire paragraph
  - 11.6.1 Delete entire paragraph
  - 11.7.1 Delete entire paragraph
  - 11.7.2 Delete entire paragraph
  
- AGC Document 415 – 1993 edition  
Standard Form of Design – Build Agreement and General Conditions Between Owner and Contractor
  - 10.1.2 Delete entire paragraph
  - 10.5.1 Delete “Contractor, Architect/Engineer, Subcontractors and Sub-subcontractors” from the second sentence in lines two and three
  - 10.5.4 Delete “Contractor, Architect/Engineer, Subcontractors and Sub-subcontractors” from the first sentence in lines one and two
  - 10.5.4 Delete the entire last sentence (beginning with “Exposures of the ...”)
  - 10.5.5 Delete last sentence only (beginning with “If the Contractor ...”)
  - 10.7.1 Delete entire paragraph
  - 10.7.2 Delete entire paragraph

- AIA Document A191 – Electronic Format – 1996 edition  
Standard Form of Agreements Between Owner and Design/Builder
  - 7.2.1 Delete last sentence only (beginning with “The Design/Builder shall ...”)
  - 7.3.1 Delete last sentence only (beginning with “The insurance shall ...”)
  - 7.3.3 Delete entire paragraph
  - 7.3.4 Delete last two sentences (beginning with “This insurance shall ...”)
  - 7.3.8 Delete entire paragraph
  - 7.4.1 Delete entire paragraph
  
- AIA Document B101 – 2007 edition  
Standard Form of Agreement Between Owner and Architect
  - 8.1.2 Delete entire paragraph
  - 8.1.3 Delete entire paragraph
  - 8.2.4 Add the following: Both parties agree the method of binding dispute resolution will be “Litigation is a court of competent jurisdiction.”
  
- AIA Document B141 – 1987 edition  
Standard Form of Agreement Between Owner and Architect
  - 9.4 Delete entire paragraph
  
- AIA Document B141 – 1997 edition  
Standard Form of Agreement Between Owner and Architect with Standard Form of Architect’s Services
  - 1.3.6 Delete entire paragraph
  - 1.3.7.4 Delete entire paragraph
  - 1.4.2.1 Add at end of paragraph: “This paragraph does not apply to the extent Architect or any sub-consultants have liability insurance to cover negligence errors or omissions.”
  
- AIA Document B151 – 1997 edition  
Abbreviated Standard Form of Agreement Between Owner and Architect
  - 9.4 Delete entire paragraph

AGC Document 250 – 2000 edition

Standard Form of Agreement and General Conditions Between Owner and Contractor

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

**CONTACTOR:** \_\_\_\_\_ **OWNER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**START DATE OF CONTRACT (Understood to be date signed if left blank):** \_\_\_\_\_

# THE DIOCESE OF CHEYENNE



## ATTACHMENT C: CHECK LIST FOR BUILDING AND REMODELING

**ENTITY:** \_\_\_\_\_

**ADMINISTRATOR:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Initial Presentation of Project Concept to Bishop	<input type="checkbox"/>	_____
Initial Approval of the Bishop for Church/Sanctuary construction or remodeling	<input type="checkbox"/>	_____

### Section 1: Preliminary Development of the Project

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Recommendation of Project by Pastoral Council (Minutes)	<input type="checkbox"/>	_____
Recommendation of Project by Finance Council (Minutes)	<input type="checkbox"/>	_____
Approval of Project by Corporation Directors (Resolution)	<input type="checkbox"/>	_____
Formation of Local Building Committee	<input type="checkbox"/>	_____
Hiring of Design Professional for Preliminary Development	<input type="checkbox"/>	_____
Hiring of a Liturgical Consultant for Preliminary Development	<input type="checkbox"/>	_____

**Section 2: The Preliminary Submittals**

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Preparation of Pre-Design Site Plan	<input type="checkbox"/>	_____
Preparation of Site Plan of Existing Conditions	<input type="checkbox"/>	_____
Preparation of a Tentative Floor Plan and Proposed Structure	<input type="checkbox"/>	_____
Preparation of a Geotechnical Investigation	<input type="checkbox"/>	_____
Development of a Detailed Method of Financing Project	<input type="checkbox"/>	_____
Recommendation of Project by Local Building Committee (Min)	<input type="checkbox"/>	_____
Recommendation of Project by Pastoral Council (Minutes)	<input type="checkbox"/>	_____
Recommendation of Project by Finance Council (Minutes)	<input type="checkbox"/>	_____
Approval of Project by Corporation Directors (Resolution)	<input type="checkbox"/>	_____

**Section 3: Submission of Petition or Project Description**

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Petition by Public Juridic Person/Project Description (Letter)	<input type="checkbox"/>	_____
Consultation of the Diocesan Building Commission	<input type="checkbox"/>	_____
Consultation of Diocesan Finance Council	<input type="checkbox"/>	_____
Consultation of College of Consultors	<input type="checkbox"/>	_____
Consultation of Diocesan Liturgical Commission	<input type="checkbox"/>	_____
Reception of Approval of Project from Bishop of Cheyenne	<input type="checkbox"/>	_____

**Section 4: Development of the Project Design**

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Signing of Written Agreement with Architect/Engineer	<input type="checkbox"/>	_____
Preparation of Construction Drawings and Specifications	<input type="checkbox"/>	_____
If Design Estimates Increase, Send Revised Estimate to Bishop	<input type="checkbox"/>	_____



- Recommendation of Design by Local Building Committee (Min)  \_\_\_\_\_
- Recommendation of Design by Pastoral Council (Minutes)  \_\_\_\_\_
- Recommendation of Design by Finance Council (Minutes)  \_\_\_\_\_
- Approval of Design by Corporation Directors (Resolution)  \_\_\_\_\_

**Section 5: Interim and Final Review of Project Design**

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Receipt of Interim Design from Architect/Engineer	<input type="checkbox"/>	_____
Recommendation of Design by Local Building Committee (Min)	<input type="checkbox"/>	_____
Recommendation of Design by Pastoral Council (Minutes)	<input type="checkbox"/>	_____
Recommendation of Design by Finance Council (Minutes)	<input type="checkbox"/>	_____
Approval of Design by Corporation Directors (Resolution)	<input type="checkbox"/>	_____
Submission of Interim Design to Diocesan Building Commission	<input type="checkbox"/>	_____
Submission of Financial and Fundraising Statements to Bishop	<input type="checkbox"/>	_____
Consultation of Diocesan Finance Council	<input type="checkbox"/>	_____
Consultation of College of Consultors	<input type="checkbox"/>	_____
Written Approval of Bishop of Cheyenne to Continue	<input type="checkbox"/>	_____
Receipt of Final Design from Architect Engineer	<input type="checkbox"/>	_____
Recommendation of Design by Local Building Committee (Min)	<input type="checkbox"/>	_____
Recommendation of Design by Pastoral Council (Minutes)	<input type="checkbox"/>	_____
Recommendation of Design by Finance Council (Minutes)	<input type="checkbox"/>	_____
Approval of Design by Corporation Directors (Resolution)	<input type="checkbox"/>	_____
Submission of Final Design to Diocesan Building Commission	<input type="checkbox"/>	_____
Written Approval of Bishop of Cheyenne to Seek Bids	<input type="checkbox"/>	_____

**Section 6: Issuance of Design Plans for Bids**

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Preparation for Solicitation of Bids According to Requirements	<input type="checkbox"/>	_____
Proper Advertisement for Project Bidding	<input type="checkbox"/>	_____

**Section 7: Receipt of Bids**

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Sealed and Bonded Bids Received and Opened on Bid Date	<input type="checkbox"/>	_____
Submit Summary of Bids to Bishop of Cheyenne	<input type="checkbox"/>	_____
Advice of Architect/Engineer on Bid(s) Acceptance	<input type="checkbox"/>	_____
Advice to Accept Bid(s) by Local Building Committee (Minutes)	<input type="checkbox"/>	_____
Advice to Accept Bid(s) by Pastoral Council (Minutes)	<input type="checkbox"/>	_____
Advice to Accept Bid(s) by Finance Council (Minutes)	<input type="checkbox"/>	_____
Approval to Accept Bid(s) by Corporation Directors (Resolution)	<input type="checkbox"/>	_____
Petition to Bishop of Cheyenne to Accept Bid(s)	<input type="checkbox"/>	_____
Advice to Accept Bid(s) by Diocesan Building Commission	<input type="checkbox"/>	_____
Witten Approval of Bishop of Cheyenne to Accept Bid(s)	<input type="checkbox"/>	_____

**Section 8: Acceptance of Bid or Bids**

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Sign Agreement Awarding Bid(s) and to Begin Construction	<input type="checkbox"/>	_____
Achieving of Agreement	<input type="checkbox"/>	_____
Construction Commences	<input type="checkbox"/>	_____
Inform Bishop of Change Orders greater than Specified Amount	<input type="checkbox"/>	_____

**Section 9: Documents**

<b>Description</b>	<b>Completed?</b>	<b>Date(s)/Initials</b>
Construction Completed	<input type="checkbox"/>	_____
Receipt of "As Constructed" and Mechanical Drawings	<input type="checkbox"/>	_____
Achieving of Documents including Diocesan Achieves	<input type="checkbox"/>	_____

**THE DIOCESE OF CHEYENNE**



**ATTACHMENT D: AMOUNTS FOR SUBMISSION**

**EFFECTIVE SEPTEMBER 3, 2013**

**New Construction or Major Structural Improvements (including Building Additions, Renovations or Remodeling)**

\$25,000.00 or 10% of the prior year's ordinary annual income, whichever is higher

**Change Orders**

\$5,000.00 or 1% of the total project's bid amount, whichever is higher

**EXHIBIT A – ADDENDUM TO CONSTRUCTION CONTRACT**

**(When Parish Provides Builder's Risk Coverage)**

**BUILDER'S RISK INSURANCE:** A Builder's Risk and Boiler and Machinery Coverage will be obtained by OWNER to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to OWNER and CONTRACTOR. Further, OWNER and CONTRACTOR agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

**GENERAL LIABILITY INSURANCE:** While CONTRACTOR is performing operations at PARISH, CONTRACTOR shall maintain general liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence. It is further agreed that the CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the PARISH and ROMAN CATHOLIC DIOCESE OF CHEYENNE against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR, or its employees, agents, members, or officers.

**AUTOMOBILE LIABILITY INSURANCE:** CONTRACTOR shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business. Automobile liability coverage should be maintained by the CONTRACTOR in the minimum amount of two million dollars (\$2,000,000) combined single limit.

**WORKER'S COMPENSATION INSURANCE:** CONTRACTOR shall maintain worker's compensation insurance as required by law.

**ADDITIONAL INSURED:** CONTRACTOR agrees to provide a certificate of insurance to the PARISH which will name the PARISH and ROMAN CATHOLIC DIOCESE OF CHEYENNE as an additional insured on CONTRACTORS liability policy for claims arising out of CONTRACTORS, subcontractors or sub-subcontractors operations or made by CONTRACTORS, subcontractors or sub-subcontractors, employees, agents, guests, customers, invitees or subcontractors. CONTRACTOR must verify its liability insurance policy is primary in the event of a covered claim or cause of action against PARISH and ROMAN CATHOLIC DIOCESE OF CHEYENNE.

**SUBCONTRACTORS:** CONTRACTOR shall be required to verify that all subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, CONTRACTOR agrees to indemnify and defend the PARISH and ROMAN CATHOLIC DIOCESE OF CHEYENNE for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

**NO WAIVER OF SUBROGATION:** OWNER does not waive any rights of recovery against the CONTRACTOR, subcontractor or sub-subcontractor for any damages. OWNER and CONTRACTOR, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Property, Builders Risk or Boiler and Machinery coverage for which either party is responsible if that party does not have liability insurance to cover such damages and liability insurance has been maintained as required by this document.

**CONTRACT OVERRIDE AND SEVERABILITY PROVISION:** CONTRACTOR and PARISH agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH that contain language in contradiction with this contract. If any portion of this Addendum to Construction Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR and PARISH agree that the portion of the Addendum to Construction Contract which is in conflict with the statute will be stricken from the Addendum to Construction Contract with the remainder of the Addendum to Construction Contract remaining binding for both parties.

**CONTRACTOR:** \_\_\_\_\_ **PARISH:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**START DATE OF CONTRACT (Understood to be date signed if left blank):** \_\_\_\_\_

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

**EXHIBIT B – ADDENDUM TO CONSTRUCTION CONTRACT**

(When Contactor Provides Builder's Risk Coverage)

**BUILDER'S RISK INSURANCE:** A Builder's Risk and Boiler and Machinery Coverage will be obtained by CONTRACTOR to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to OWNER and CONTRACTOR. Further, OWNER and CONTRACTOR agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

**GENERAL LIABILITY INSURANCE:** While CONTRACTOR is performing operations at PARISH, CONTRACTOR shall maintain general liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence. It is further agreed that the CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR, or its employees, agents, members, or officers.

**AUTOMOBILE LIABILITY INSURANCE:** CONTRACTOR shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business. Automobile liability coverage should be maintained by the CONTRACTOR in the minimum amount of two million dollars (\$2,000,000) combined single limit.

**WORKER'S COMPENSATION INSURANCE:** CONTRACTOR shall maintain worker's compensation insurance as required by law.

**ADDITIONAL INSURED:** CONTRACTOR agrees to provide a certificate of insurance to the PARISH which will name the PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE as an additional insured on CONTRACTORS liability policy for claims arising out of CONTRACTORS, subcontractors or sub-subcontractors operations or made by CONTRACTORS, subcontractors or sub-subcontractors, employees, agents, guests, customers, invitees or subcontractors. CONTRACTOR must verify its liability insurance policy is primary in the event of a covered claim or cause of action against PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE.

**SUBCONTRACTORS:** CONTRACTOR shall be required to verify that all subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, CONTRACTOR agrees to indemnify and defend the PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

**NO WAIVER OF SUBROGATION:** OWNER does not waive any rights of recovery against the CONTRACTOR, subcontractor or sub-subcontractor for any damages not covered by Builder's Risk Coverage. OWNER and CONTRACTOR, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Builder's Risk Coverage. The extent of OWNERS ability to recover from CONTRACTOR is limited to the extent CONTRACTOR has liability insurance.

**CONTRACT OVERRIDE AND SEVERABILITY PROVISION:** CONTRACTOR and PARISH agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR and PARISH that contain language in contradiction with this contract. If any portion of this Addendum to Construction Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR and PARISH agree that the portion of the Addendum to Construction Contract which is in conflict with the statute will be stricken from the Addendum to Construction Contract with the remainder of the Addendum to Construction Contract remaining binding for both parties.

**CONTACTOR:** \_\_\_\_\_ **PARISH:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**START DATE OF CONTRACT (Understood to be date signed if left blank):** \_\_\_\_\_

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

**EXHIBIT C – ADDENDUM TO LEASE**

**GENERAL LIABILITY INSURANCE:** LESSEE shall maintain general liability insurance in the amount of not less than two million dollars (\$2,000,000.00) per occurrence for the duration in which LESSEE rents or uses PARISH property and name PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE as an additional insured on such policy of insurance. It is further agreed that LESSEE agrees to protect, indemnify, defend and hold harmless the PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by LESSEE or its employees, agents, members or officers.

**FIRE DAMAGE INSURANCE:** LESSEE shall maintain fire damage insurance (fire legal liability) for the term of this lease. LESSEE agrees to maintain fire damage coverage in the minimum amount of two million dollars (\$2,000,000.00).

**WORKER'S COMPENSATION INSURANCE:** LESSEE shall maintain worker's compensation insurance as required by law.

**ADDITIONAL INSURED:** LESSEE will name the PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE as an additional insured on its general liability insurance policy for the duration of LESSEE'S renting or using PARISH property for claims arising out of LESSEE'S operations or made by LESSEE'S employees, agents, students, guests, customers or invitees. LESSEE must verify that its insurance policy is primary in the event of a covered claim or cause of action against PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE. LESSEE will provide proof to PARISH that the insurance requirements have been met as outlined in this contract. If and only if LESSEE fails to fulfill the insurance requirements contained in this addendum, then LESSEE agrees to defend, hold harmless and indemnify the PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE against and from any claim or cause of action arising out of LESSEE'S operations or any claim or cause of action which is brought against PARISH and THE ROMAN CATHOLIC DIOCESE OF CHEYENNE by LESSEE, its employees, agents, students, guests, customers, invitees which is alleged against the PARISH and/or THE ROMAN CATHOLIC DIOCESE OF CHEYENNE, even if such claim or cause of action arose from the negligence of PARISH and/or THE ROMAN CATHOLIC DIOCESE OF CHEYENNE, its employees or volunteers, or the negligence of any other individual or organization.

**INSPECTION BY THE PARISH:** PARISH may at any and all reasonable times enter premises leased to LESSEE for inspection purposes.

**NO WAIVER OF SUBROGATION:** PARISH does not waive any rights of recovery against the LESSEE for damages that are covered by the PARISH'S property insurance coverage.

**LEASE OVERRIDE AND SEVERABILITY PROVISION:** LESSEE and PARISH agree that this Addendum to Lease overrides any and all portions of previous agreements between LESSEE and PARISH that contain language in contradiction with this Addendum. If any portion of this Addendum to Lease is deemed or is determined to be in conflict with local or state or national statutes, both LESSEE and PARISH agree that the portion of the Addendum to Lease which is in conflict with the statute will be stricken from the Addendum to Lease with the remainder of the Addendum to Lease remaining binding for both parties.

<b>LESSEE</b>	<b>PARISH:</b> _____
<b>SIGNATURE:</b> _____	<b>SIGNATURE:</b> _____
<b>PRINT NAME:</b> _____	<b>PRINT NAME:</b> _____
<b>TITLE:</b> _____	<b>TITLE:</b> _____
<b>DATE:</b> _____	<b>DATE:</b> _____

**START DATE OF LEASE (Understood to be date signed if left blank):** \_\_\_\_\_

*Instruction to Parish (Parish Use Only): This Addendum to Lease stands on its own as a legal contract between PARISH and LESSEE should this addendum not be incorporated or attached to a lease.*