

COURAGEOUSLY
Living the Gospel

Office of Construction and Real Estate

In order to provide a safe and effective environment for worship and ministry throughout the Diocese, the Bishop utilizes the Office of Construction and Real Estate to oversee major construction, capital maintenance projects and real estate transactions impacting all Diocesan entities.

Our Mission

To assist Parishes, Schools and Diocesan entities in the design and construction of new buildings, additions, remodels and renovations. Further, the Office of Construction and Real Estate provides guidance in maintaining those facilities to ensure a safe, comfortable, focused liturgical environment, conducive to worship.

Building the Kingdom of God

- Guide Parishes, Schools, and Diocesan entities through their Construction Process and Real Estate Development.
- Assist in the selection process of Design Professionals and Contractors.
- Design and Construction oversight.
- Ensure safety and compliance with all Canon Law, Codes, and Ordinances.
- Function as a Liaison between the Design Team and various Diocesan offices to assure compliance with Diocesan policies.
- Provide direction in better practices for Maintenance Activities.

CONSTRUCTION PROJECTS \$500K+

Changes to Worship Space, Renovations, Roof/HVAC Replacements, Etc.

Discernment → Design → Construction

First step in the process?



[Contact the Executive Director of Construction and Real Estate to discuss your project.](#)

The Director will discuss your plans and work to help navigate the three-phase Diocesan process for completing your project. The Office of Construction and Real Estate will guide you through the following phases.

The Bishop requires all projects be vetted and reviewed by the Executive Director of Construction and Real Estate prior to his approval.

❖ Phase-1: Discernment

- A draft letter from the Pastor to the Bishop requesting [Permission to Discern \(PTD-001\)](#) the project and a [Transfer Authorization form \(TA-001\)](#) is required to be submitted to the Executive Director of Construction and Real Estate. Once finalized, the Executive Director of Construction and Real Estate will forward the letter and [Transfer Authorization form \(TA-001\)](#) to the Chancellor for Administration to obtain the Bishops approval.
- Upon written approval from the Bishop to explore with a spending limit to not exceed \$40,000, or amount discussed with Executive Director of Construction and Real Estate, the Parish/School should form a Building Committee to meet with the Executive Director of Construction and Real Estate.
- Prepare Discernment Summary report that will be submitted along with a [Permission to Design \(PTD-002\)](#), Architect/Engineer design fee proposal, construction/permit documents and [Transfer Authorization form \(TA-001\)](#) requesting approval to start the Design Phase of the project. (What is the scope of work? Why is project necessary?)

Building Committee

- Meet with Executive Director of Construction and Real Estate.
- Interview architects and obtain a preliminary conceptual design proposal. (With approval of Executive Director of Construction and Real Estate)
- Select Contractor/Construction Manager for Pre-Construction services using [Diocesan Construction Management Proposal \(CMP-001\)](#). (With approval of Executive Director of Construction and Real Estate)
- Provide periodic updates to the Bishop or his delegate. (The Chancellor for Administration)



❖ Phase-2: Design

- Upon approval from the Bishop, develop the final design and construction budget with consulting fees to not exceed the approved amount discussed with Executive Director of Construction and Real Estate. (Typically, 6-12% of construction costs.)
- If a bridge/construction loan, or capital campaign is necessary, the Parish/School is required to notify the Chancellor for Administration.
- Parish/School to submit a project [Financial Report \(FR-001\)](#) and [Loan Request form \(LR-001\)](#) to Diocesan Savings & Loan for review by Diocesan Finance Council.
- Acceptance of 60% drawing design and 100% Construction Document/Permit by Executive Director of Construction and Real Estate is required before the project can proceed to construction.
- Once the above is completed, a separate approval is needed before construction can begin.

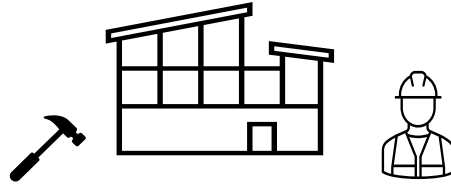
Building Committee

- Building Committee, Architect, Office of Construction and Real Estate coordinate to produce schematic/development Construction Document.
- Obtain Parish commentary on drawings.
- Provide the Bishop with periodic updates.
- 60% completed drawings plus cost estimate.
- Building committee, Architect, Office of Construction and Real Estate coordinate to finalize 100% construction/permit drawings.
- Construction Manager/General Contractor to produce a true construction cost. (GMP-Guaranteed Maximum Price)

Parish Finance Council

- Prepare initial financial projections.
- Develop a fundraising plan and, if necessary, prepare for loan requirements.
- Complete initial funding and the [Loan Release \(LR-001\)](#) form and [Financial Release form. \(FR-001\)](#)
- Meet with Controller/Diocesan Finance Officer to prepare a funding plan. If a bridge or construction loan is necessary, the Parish/School is required to notify the Chancellor for Administration.
- Prepare and submit all required documents for the Construction Phase Approval.

The Parish/School should continue to collect financial pledges, depositing them into their Capital Campaign or Diocesan Savings & Loan Work in Progress account.



❖ Phase-3: Construction

- Parish/School to draft [Permission to Build letter template \(PTB-001\)](#) and entity financial statement addressed to the Bishop with [Construction Contract \(CC-001\)](#), W-9, [Certificate of Insurance \(COI\)](#), Notice of Commencement (NOC), Proposal/Cost Estimate, and the Diocesan Finance Controller statement. This should be sent to the Executive Director of Construction and Real Estate for final review and then forwarded to the Chancellor for Administration by the Office of Construction and Real Estate. **This should NOT be sent directly to the Bishop.**
- Executive Director of Construction and Real Estate presents request to the Chancellor for Administration and the Diocesan Finance Officer for final approval of cost estimates, cash flow and fundraising.
- Upon written approval from the Bishop via the Chancellor for Administration, the Office of Construction will execute the contracts and work can begin.
- Construction Work in Progress account shall be fully funded to cover anticipated budget for project, including contingency.
- ✓ Please note, if there are changes to the scope, cost and time of project or any change amount increases the contract, it must be submitted via Diocese of St. Petersburg [Change Order \(CO-001\)](#) signed by Pastor/Principal and Chancellor for Administration with an accompanying [Transfer Authorization form \(TA-001\)](#) and all supporting documentation. **Any changes that exceed 10% of the approved project budget will require additional approval by the Bishop.**
- ✓ Upon completion, the contractor will be required to provide a Certificate of Warranty, final Diocese of St. Petersburg [Release of Lien \(ROL\)](#) and proof of Permit Closure/Final Inspection (As-Built drawings, [Building Report form \(BR-001\)](#) and project correspondence required for major projects).

Permission to Discern Template Letter

Diocesan Entity: _____

Date: _____

Dear Bishop Parkes,

I am requesting your permission to begin an exploration of _____ with an estimated design cost of \$ _____.

This project will meet the needs of _____ as this project will _____.

The funding for the Design and Construction services will come from the Diocesan S&L account/check # _____ with a current available fund balance of \$ _____. We understand that upon approval, we will need to transfer these funds to the designated Construction Projects in Progress Savings & Loan Account for the Diocese to process payment and work with the Office of Construction and Real Estate to follow all required Diocesan Policies and Procedures for this Discernment Phase.

In addition, we understand we will need to utilize the Diocesan Contract for engaging any construction professional and we will work in cooperation with the Office of Construction and Real Estate to ensure the master planning and construction design services incorporate and meet Diocesan standards.

We respectfully request your permission to proceed with a contract with _____ to begin the process. We prayerfully await your decision.

Thank you, Bishop.

Pastor/Principal/Exec. Director

Permission to Design Template Letter

Diocesan Entity: _____

Date: _____

Dear Bishop Parkes,

I am requesting your permission to begin the Design Development Phase for _____ with an estimated design cost of \$_____.

This project will meet the needs of _____ as this project will _____.

The funding for the Design and Construction Management services will come from the Diocesan S&L account/check # _____ with a current available fund balance of \$_____. We understand that upon approval, we will need to transfer these funds to the designated Construction Projects in Progress Savings & Loan Account for the Diocese to process payment and work with the Office of Construction and Real Estate to follow all required Diocesan Policies and Procedures for this Design Phase.

In addition, we understand we will need to utilize the Diocesan Contract for engaging any construction professional and we will work in cooperation with the Office of Construction and Real Estate to ensure the master planning and construction design services incorporate and meet Diocesan standards.

We respectfully request your permission to proceed with a contract with _____ begin the process. We prayerfully await your decision.

Thank you, Bishop.

Pastor/Principal/Exec. Director

Permission to Build Template Letter

Diocesan Entity: _____

Date: _____

Dear Bishop Parkes,

I am requesting your permission to begin the construction phase on _____ with _____.

This project will meet the needs of _____ as this project will _____.

The funding for the Construction services will come from the Diocesan S&L account/check # _____ with a current available fund balance of \$ _____. We understand that upon approval, we will need to transfer these funds to the designated Construction Projects in Progress Savings & Loan Account for the Diocese to process payment.

We respectfully request your permission to proceed with the Office of Construction and Real Estate to contract with _____ to begin the construction process. We prayerfully await your decision.

Thank you, Bishop.

Pastor/Principal/Exec. Director



COURAGEOUSLY
Living the Gospel

DIOCESE OF ST. PETERSBURG

Pastoral Center

Mailing Address:
Post Office Box 40200
St. Petersburg, FL 33743-0200
www.dosp.org
Office:
6363 Ninth Avenue North
St. Petersburg, FL 33710
727-344-1611
Fax: 727-345-2143

Construction Work in Progress Transfer Authorization Form

Entity: _____

City: _____

Project Description: _____

Project Cost: _____

Funding Source (enter all that apply) _____

	<u>Dollar Amount</u>	<u>Source Details</u>
Savings Account 1:	\$ _____	8 _____ - _____ D
Savings Account 2:	\$ _____	8 _____ - _____ D
Savings Account 3:	\$ _____	8 _____ - _____ D
Check:	\$ _____	Check # _____
Loan:	\$ _____	Loan # _____
Total Amount:	\$ _____	

Checks Made Payable to: Diocese of St. Petersburg Savings & loans

Memo: Account Number of S&L and Project Name (i.e. 8056-999D St. Jude Church Renovation)

Authorization:

I grant the Diocese of St Petersburg Inc. the authority to transfer and/or deposit the aforementioned amount(s) above to our Diocesan Construction in Progress Account #8 _____-999D.

(signature)

Date

Print Pastor/Principal/Exec. Director Name



The Diocese of St. Petersburg Construction Contract

THIS AGREEMENT, made this _____ day of _____, 20____, upon the following terms and conditions between:

OWNER: **Gregory L. Parkes, as Bishop of the Diocese of St. Petersburg, a Corporation Sole** (hereafter "Owner"), having a mailing address of P.O. Box 40200, St. Petersburg, Florida 33743, and

CONTRACTOR: _____(hereafter Contractor), having a mailing address of _____

PARISH/SCHOOL: _____
ADDRESS: _____

DESCRIPTION OF WORK _____,

ARTICLE I. DEFINITION

Section 1.01 Contract.

The term "Contract" means and includes all contract documents, including but not limited to the Specifications; Drawings; Bidding Instructions; Construction Contract; Change Orders; Addendum and Exhibits; and Contractors Proposal.

Section 1.02 Progress Payment

The term "Progress Payment" means any installment of the Contract Price payable as specified herein.

Section 1.03 Work

The term "Work" means all labor, materials, and equipment necessary to be furnished by Contractor to perform fully the contract.

ARTICLE 2. CONTRACT DOCUMENTS

Section 2.01 Signing

The Owner and Contractor shall sign two (2) copies of each of the Contract.

Section 2.02 Order of Precedence

The Order of Precedence within the Contract is as follows:

1. This Contract
2. Addendum
3. Specifications
4. Drawings
5. Bidding Instructions
6. Contractors Proposal

ARTICLE 3. CONTRACT PRICE; PAYMENTS; WAIVERS OF LIENS

Section 3.01 Contract Price

The total Contract Price shall NOT exceed _____ DOLLARS AND NO/100 (\$_____).

Section 3.02 Payments

- a) Schedule for Payment (10% retainage is required for all closeout documents: Warranties, Final Unconditional Release of Lien, As-Build Drawings, Proof of Permit Closure/Final inspection, etc.):

- b) All monies paid to Contractor shall immediately become and constitute a trust fund and shall be applied by Contractor for the benefit of all persons supplying labor, materials, or equipment in connection with the Contract and shall not be diverted to any other purpose until the claims of all such persons have been discharged.
- c) Payments, otherwise due the Contractor, may be withheld on account of defective work not remedied, or claims filed or evidence that claims will be filed: or if the owner believes that the Contractor (i) cannot complete the work for the unpaid balance or (ii) cannot perform within the time specified or (iii) does not have the financial ability to perform or (iv) lapses of insurance or failure to provide evidence of insurance.

Section 3.03 Condition to Payments

Except for any initial payment contained in Section 3.02, The Owner shall not be required to make any payments unless and until Contractor submit with each invoice a duly signed and Notarized Waiver of Lien and an affidavit that Contractor has paid every worker employed by it and has received partial (in the case of progress payments) and final (in the case of final payment) Waivers of Lien from all subcontractors and material men supplying services and/or materials on the Project. **The Owner shall process all payment applications within 30 calendar days from receipt of all required payment document submittals.**

Section 3.04 Notice of Completion

Upon completion of the Project, Contractor shall notify Owner that the Project is ready for final inspection. Thereafter, Owner shall promptly inspect the Project and, if it meets with the contracted specifications, make final payment.

Section 3.05 Final Payment

Neither Payment to Contractor, nor any acceptance, occupation, or utilization of the Project or any part thereof by Owner shall relieve Contractor of liability for funds owed to any subcontractors or material men; for defective materials; or workmanship used in the construction of the Project; or for failure to construct the Project according to the requirements of the Contract. The acceptance of final payment shall constitute a waiver of all claims by Contractor against the Owner except those previously made in writing and still unsettled.

Section 3.06 Termination

If the Contractor fails to perform in accordance with the terms of this Contract, or if the Owner is not satisfied with the progress or quality of the Contractor's work, Owner shall be entitled to terminate this Contract upon giving written notice to Contractor. In the event of such termination, Contractor shall be entitled to payment for services, labor and materials to date; provided however, Owner does not dispute such obligation in the notice of termination. Termination under this provision is not a waiver of any remedies in law or equity that Owner has for breach of contract, tort or any other theory available under Florida law or this Contract. All such rights are reserved by owner. Nothing herein shall limit any rights contractor may have under this Contract.

ARTICLE 4. PERMITS, TAXES, COMPLIANCE

Section 4.01 Permits and fees

Contractor shall secure the building permit, if required, at Owner's cost; and Contractor shall secure at its own cost other such permits, inspections, licenses, and approvals as may be required under all applicable building codes, ordinances, laws or regulations for the Work. Should any patented article, design or process be used in the construction of the Project, Contractor shall obtain the right to use the same, shall pay all royalties and license fees chargeable or occurring because of such use, and shall defend and hold Owner and its property free and harmless from all cost, demands, suits and liabilities arising because of such use.

Section 4.02 Taxes

Contractor shall pay employment and payroll taxes and contributions now or hereafter with respect to all persons employed by the Contractor. On projects where the Owner is able to be exempt from sales tax on materials, Contractor will follow the Owner's Direct Purchase Order Procedures for Sales Tax savings.

Section 4.03 Compliance With the Law

Contractor shall comply fully with all Federal, State and Local laws, codes, and regulations applicable to the work (including all safety requirements) and acknowledges that it has informed itself completely in this regard and agrees that it will comply fully therewith. Should Contractor become aware that any provision of the Contract is at variance with any such law, rule, regulation, ordinance, or order, it shall promptly give notice in writing to Owner of such variance, and the necessary changes in the work required by the Contract shall be made and adjusted in the manner specified herein for changes in the Work. Contractor shall maintain at all times such safeguards for the protection of persons employed on the Project as the conditions and progress of the Work on the Project may require; AND conspicuously post such signs as may be necessary to warn persons of all hazards as existing where the Project is being erected.

ARTICLE 5. THE WORK

Section 5.01 Labor and Materials

Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, and do all other things necessary for the proper performance in completion of the Work. Any material delivered or Work done shall become the property of the Owner and shall not be removed without the consent of the Owner. The Contractor is responsible for following Owner's Direct Purchase Order procedures for sales tax exemption process.

Section 5.02 Representations of Contractor:

Contractor represents and warrants that: (1) it has read all of the terms and conditions of this contract; (i.e. all contract documents); (ii) it has physically inspected the job site and is aware of all of the conditions and limitations of the site that might affect the work contemplated by this agreement; (iii) it is aware of the equipment needed to perform the work based upon the type and character of the facilities at the job site; and (iv) it is not relying upon any representation or opinions of Owner that are not otherwise contained in this Contract. Based upon these representations and warranties, Contractor shall fully perform every detail of the requirements of the Contract and Contractor assumes full risk of any difficulties that it might occur in performing the work. Contractor's failure of performance will not be excused on the basis of ignorance of job site conditions or limitations which give rise to difficulties in doing the work; nor will it be the basis for extension of time to complete work. This paragraph shall not be applicable to any reports to be procured by Owner for Contractor's use in performing the Work, until such time as Owner provides such reports to Contractor, who shall then have ten (10) days to review the same. If Contractor fails to object to any information in such reports, then the provisions of this paragraph shall become applicable.

Section 5.03 Quality of Materials

Contractor warrants that all materials used in the construction of the Project shall be new or repaired as indicated and all workmanship and materials used in the construction of the Project shall be of good quality, free from faults and defects and, in conformity with the Contract documents unless otherwise specified in the Contract. All Work not conforming to these standards shall be considered defective.

Section 5.04 Duties of Contractor

Contractor shall have full and complete responsibility for the Work until final acceptance. Contractor shall take reasonable steps to protect the workmen, property, and equipment of other contractors against injury or damage arising out of or connected with the operations conducted by Contractor hereunder. Contractor waives all rights it might have against Owner for loss or damage to Contractor's Work, property or materials arising out of or connected with the operations of the Owner or any other contractors hired by Owner, unless caused by the Owner.

Section 5.05 Access to Work

Contractor shall provide Owner with ready access at any time to the Work, whether it be in preparation or progress, for the purpose of inspection.

Section 5.06 Changes in Work

- a) The Owner reserves the right by written order to make any change including additions, reductions or deletions in the work or materials to be furnished hereunder or may order additional work not shown in the Contract Documents. If Contractor shall claim that any such change shall increase the cost or time of performance of the Work, it shall be within ten calendar days of receipt of such order, give written notice of a claim for additional compensation or for an extension of time and the parties shall agree upon an equitable adjustment. Contractor shall not delay proceeding with the Work as change pending such agreement.
- b) Contractor shall not be entitled to additional compensation whether for modifications or additions to the Work not covered in the Contract Documents or for extra labor or materials furnished unless performed or furnished pursuant to a prior written order signed by Owner.
- c) Any changed or additional Work performed by Contractor as ordered by Owner, shall be performed pursuant to, in accordance with, and subject to all terms and conditions of the Contract.

Section 5.07 Time

- a) All time limits stated in the Contract Documents are of the essence of the Contract.
- b) Contractor shall begin work on or before the date established, to be not less than fourteen (14) days from issuance of the building permit or such other date as the parties agree in writing and shall carry the work forward expeditiously with adequate forces and complete it on _____(or within number of days).

Section 5.08 Warranties; Guarantees

- a) The Contractor warrants and guarantees that all equipment and systems shall be installed in accordance with the Contract Documents in a workman-like manner as specified herein.
- b) At any time during or after installation Contractor shall repair and replace immediately any and all Work together with any adjacent work which may be displaced by so doing, that may be defective in material, installation, or workmanship.
- c) Contractor warrants and guarantees all equipment and systems furnished or installed by Contractor for a period of _____ from the date of acceptance, or for such longer warranty periods as may be accorded by the manufacturer thereof or law against defective materials, design and workmanship.
- d) In the event Contractor fails to initiate corrective measures within ten (10) days after being notified in writing by the Owner and complete such corrections promptly therefore, the Owner is authorized to proceed to have said defect repaired and Contractor shall pay all costs and charges therefore upon demand.
- e) With regard to any warranties to be furnished for the work, services, equipment or materials under this Contract, Owner shall not be obligated to waive any express or implied warranties as a condition to accepting the written warranty to be provided.

Section 5.09 Use of Project

The use by the Owner of any portion of the Project shall not affect the dates and times when Progress Payments become due to Contractor and shall not prejudice Owner's rights under the Contract.

Section 5.10 Cleaning Up

Contractor shall confine its operation at the site to area permitted by law, ordinances and the Contract Documents and shall keep the property of the Owner free of all of the accumulated rubbish and waste materials. Upon completion of the Project, Contractor shall promptly remove all rubbish and waste materials all temporary structures, and all equipment used by it in performing the Contract. If Contractor fails to clean up, Owner may do so and the cost thereof shall be charged to the Contractor.

ARTICLE 6. SUBCONTRACTORS

Section 6.01 Payments to Subcontractors

To the extent that Contractor shall use any subcontractors, Contractor shall pay each subcontractor, in an amount equal to the percentage of completion allowed to Contractor on account of such subcontractor's work. Contractor shall also require subcontractor to make similar payments to its subcontractors. Owner shall not have any obligation to pay or to see the payment of any monies to any subcontractor. Nothing contained in the Contract Document shall create any contract relation between Owner and any subcontractor.

ARTICLE 7. INDEMNITY AND INSURANCE

Section 7.01 Indemnification

Each party shall defend, indemnify, and hold free and harmless the other party, their affiliated entities, directors, officers, employees and agents, from any and all claims, losses, damages, injuries and liabilities arising from the death or injury of any person or persons, including employees of Contractor and its subcontractors, or from damage or destruction of any property caused by or connected with, in whole or in part, performance of the Contract by Contractor, its subcontractors or their agents or employees.

Section 7.02 Insurance

- a) Contractor, at its own expense, shall procure, care and maintain for all of its operations hereunder insurance in companies approved by the Owner which shall include the following:
 - 1. Worker’s Compensation and Employer’s Liability Insurance for him/her and all those performing work under this Contract.
 - 2. Comprehensive General Liability Insurance with at least One Million Dollars (\$1,000,000.00) for liability coverage with the Owner added as an “additional insured” under the subject policies and a certificate stating such supplied to the Owner.
- b) Before Contractor shall commence Work, Contractor shall give to owner a Certificate of Insurance and continue to maintain and provide proof of insurance during the duration of this Contract.

SECTION 8. MISCELLANEOUS

Section 8.01 Litigation

- a) Should any litigation be commenced between the parties concerning the Project, any provision of the Contract or the performance thereof, the prevailing party shall be entitled to court costs and attorney fees in such litigation.
- b) The venue for any litigation shall be Pinellas County, Florida.
- c) The parties agree that prior to undertaking any litigation, they will first mediate the dispute using a Circuit Court Mediator from the Sixth Judicial Circuit. Further, arbitration may be used to settle Contract matters but is not mandatory to either party.

Section 8.02 Assignment

Any assignment, by operation of law or otherwise, in whole or in part, by Contractor or Contract, of the Work to be performed or any right to payment or claims arising hereunder without the prior written consent of the Owner shall be void. Any attempt of an assignment shall be deemed a default under the terms of this agreement and the owner shall be entitled to cancel the same and exercise any and all other rights and remedies that Owner may have.

Section 8.03 Severability

If any provision of the Contract shall be held invalid, in whole or in part, then the remaining provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

Section 8.04 Asbestos

The Contractor shall certify that asbestos-containing building materials were not used on this project. Further, should Contractor encounter any ACM during the performance of the Contractor’s duties, Contractor is required to suspend any Work and immediately report such findings to Owner, and shall cooperate with Owner as to the appropriate remedial action to be taken. Contractor represents and warrants that any demolition and removal of ACM will be done according to all applicable codes, ordinances, and law, whether Federal, State, or local.

Section 8.05 Coordination

The Contractor shall coordinate his activities with those of the Owner and with the Owner's other direct Contractors who may be on the site. The Owner reserves the right to change the date to one mutually agreed upon in the event that a special occasion prevents vacancy of the facility. A pre-construction meeting must take place at least five (5) days before work commences.

Section 8.06 Safe Environment

Contractor acknowledges and agrees that Owner is committed to providing for the safety and well-being of its youth, its elderly and aged, and its disabled. Contractor represents and warrants that all persons affiliated or associated with the Contractor who have access to the Premises by virtue of this Agreement, shall meet the minimum level 2 screening requirements of Section 435.04, Florida Statutes, and Contractor shall perform all necessary background investigations to endure such compliance. If Owner is not satisfied that this requirement has been met, Owner may request that Contractor or any person affiliated with Contractor be prohibited from accessing the Premises, and Contractor shall immediately vacate the Premises or prohibit such person in violation from accessing the Premises. Contractor shall be strictly liable for any injury, loss and/or damage to any person, and shall indemnify and hold Owner harmless from any claims, resulting from Contractor’s failure to comply with these requirements.

Contractor:

Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Entity:

Entity Name: _____
Address: _____

_____ as
Leasehold Owner/Parish/School
By: _____
Print Name: _____
Pastor/Principal/Executive Director

Owner:

Approved by the fee title owner:
Gregory L. Parkes, as Bishop of the Diocese of
St. Petersburg, a corporation sole

By: _____
Dr. Lois T. Locey, Chancellor for
Administration/C.O.O.

HQP



COURAGEOUSLY
Living the Gospel

Change Order

Rev. CO-001 06-01-2024

PROJECT: *(Parish/School Name & Address)*

CONTRACT INFORMATION:

Contract For: _____
Date: _____

CHANGE ORDER INFORMATION:

Change Order Number: _____
Date: _____

OWNER:

Gregory L. Parkes as Bishop of the Diocese of St. Petersburg, a corporate sole and the Diocese of St. Petersburg, Inc.
P.O. Box 40200
St. Petersburg, FL 33743-0200

ARCHITECT/ENGINEER: *(name and address)*

CONTRACTOR: *(name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

Description of change to the contract cost, time, or scope.

The original (<u>Contract Sum</u>) was _____	\$ _____
The net change by previously authorized Change Orders _____	\$ _____
The (<u>Contract Sum</u>) prior to this Change Order was _____	\$ _____
The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order in the amount of _____	\$ _____
The new (<u>Contract Sum</u>), including this Change Order, will be _____	\$ _____
The Contract Time will be (increased) (decreased) (unchanged) by _____	_____
The new date of Substantial Completion will be _____	_____

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gregory L. Parkes as Bishop of the Diocese of St. Petersburg, a corporate sole and the Diocese of St. Petersburg, Inc.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

Dr. Lois Locey / C.O.O.

PRINTED NAME AND TITLE

DATE

DATE

DATE

Pastor/Principal/E.D. Approval: _____



MEMO

To: Vendors

From: Hung Q. Pham, Executive Director, Office of Construction

Date: June 1st, 2024

Re: **COI Requirements**

1. Insurance Requirements

A Certificate of Insurance (COI) must be submitted to the Insurance office listing the following as **additional insured**

Gregory L. Parkes, as Bishop of the Diocese of St. Petersburg, a corporation sole and the Diocese of St. Petersburg, Inc., and affiliated entities as their interests may appear are listed as additional insured.

The following coverage must be listed and current on the COI for the duration of the agreement/lease/MOU.

- General Liability insurance (\$1million dollars)
- Workers Compensation or State Waiver thereof
- Unemployment Insurance
- Professional Coverage – Those who need this coverage include but is not limited to:
 - Attorneys
 - Accountants (errors and omissions)
 - All healthcare professionals (doctors, nurses, physical therapist, certified nursing assistants...etc.)
 - Architects
 - Mental Health Counselors

PLEASE SEND THE COI DIRECTLY TO THE MAIN OFFICE OF THE PARISH/SCHOOL WHERE THE PROJECT IS LOCATED. IT WILL THEN BE THE RESPONSIBILITY OF THE DOSP ENTITY TO SUBMIT THE COI ALONG WITH ALL REQUESTED CONTRACT DOCUMENTS TO THE OFFICE OF CONSTRUCTION (& INSURANCE) FOR FINAL REVIEW.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME OF PRODUCER AND ADDRESS	CONTACT NAME: Certificates	FAX (A/C, No): 727-521-XXXX	
	PHONE (A/C, No, Ext): 727-522-XXXX	E-MAIL ADDRESS: certificates@XXXXins.com	
INSURED: VENDOR NAME & ADDRESS	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XXXXXX-Owners Ins. Co.		XXXX
	INSURER B: Insurance Company of the XXXXX		XXXXX
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: XXXXXXXXXX

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		20068746	12/1/2022	12/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WF506859700	12/1/2022	12/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Gregory L. Parkes, as Bishop of the Diocese of St. Petersburg, a corporation sole and the Diocese of St. Petersburg, Inc., and affiliated entities is additional insured as respects to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Diocese of St. Petersburg XXXXX (Name of) Catholic Church. XXXX Highway Tampa FL 33609	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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RELEASE AND AFFIDAVIT

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Construction Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Gregory L. Parkes as Bishop of the Diocese of St. Petersburg, a Corporate Sole existing under the laws of the State of Florida ("Owner") relating in any way to the performance of the Agreement between _____ and Owner for the _____ (the "Project"), for the period from _____, 20____ to _____, 20____.

(2) Construction Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Construction Contractor of the Work covered by this Release and Affidavit.

(3) Construction Contractor certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Contractor from Owner and has not withheld any such amounts. In the event Construction Contractor withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in paragraph 5 below, Construction Contractor agrees to immediately refund all such unpaid amounts to Owner.

(3) This Release and Affidavit is given in connection with Construction Contractor's final Application for Payment.

Construction Contractor:

By: _____
Its: _____
Date: _____, 20____

[Corporate Seal]

Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, as _____, of _____ a _____, on behalf of the _____ He/She is personally known to me **OR** has produced _____ as identification.

My Commission Expires: _____, 20____

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

(AFFIX NOTARY SEAL)



DIOCESE OF ST. PETERSBURG

Pastoral Center

COURAGEOUSLY
Living the Gospel

Mailing Address:
Post Office Box 40200
St. Petersburg, FL 33743-0200
www.dosp.org

Office:
6363 Ninth Avenue North
St. Petersburg, FL 33710
727-344-1611
Fax: 727-345-2143

FINANCIAL REPORT FORM

Entity Information

Entity Name: _____

Entity City: _____

Project Name: _____

Project Cost: _____

Financial Information

Total Cash on Deposit at Entity: _____

Total Cash on Deposit with Diocesan Savings & Loan Trust: _____

Total Outstanding Loans: _____

Total Outstanding Obligations Payable to the Diocese: _____

Total Prior Year Annual Expenses: _____

Total Prior Year Annual Revenue: _____

Current Year Budgeted Expenses: _____

Total Annual Debt Payments: _____

IMPORTANT: YOU ARE REQUIRED TO ATTACH THE FOLLOWING DOCUMENTS

- Statement of Financial Position
- Statement of Activities
- Copies of recent Loan Activity Statements

- Copies of recent Deposit Activity Statements
- Copies of recent Receivable Statements
- All Project Budgets and cost estimates

(signature)

Date

Print Name & Title



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FINANCIAL REPORT INSTRUCTIONS

Instructions for completing the Financial Reporting Form FR-001, required for all construction projects.

When an entity is requesting the Bishop's approval for construction contracts over \$40,000, that entity must first submit financial statements. This financial review process is necessary. Without having proper financial information, the Bishop cannot, in due diligence, authorize a project. A project will not be authorized without a properly completed FR-001. Information required to complete the FR-001 include,

- A Statement of Financial Position
- A Statement of Activities
- Copies of recent Loan Activity Statements
- Copies of recent Deposit Activity Statements
- Copies of recent Receivable Statements

Below are instructions on how to obtain the necessary information.

REQUIRED DOCUMENTATION

Statement of Financial Position

Below are the necessary steps you must follow to run the proper report in ParishSOFT.

1. Login to ParishSOFT
2. At the top of your dashboard, on the right-hand side, you will see an icon labeled Reports. Click this icon.
3. On the left-hand side, under the heading "Standard Reports", select the "Statements" icon to expand the menu options.
4. From the list of statements, select the "Statement of Financial Position"
5. The criteria for the report are as follows,
 - Fiscal Period Ended (select most recent month of most recent fiscal year)
 - Entity (select parish or school)
 - Report Format (select detail)
6. Click preview report
7. This is the Statement of Financial Position you will need to submit with your Form FR-001



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Statement of Activities

1. Login to ParishSOFT
2. At the top of your dashboard, on the right-hand side, you will see an icon labeled Reports. Click this icon.
3. On the left-hand side, under the heading "Standard Reports", select the "Statements" icon to expand the menu options.
4. From the list of statements, select the "Statement of Activities"
5. The criteria for the report are as follows,
 - Fiscal Period Ended (select most recent month of most recent fiscal year)
 - Entity (select parish or school)
 - Statement of Activity Print Columns
 - Column 1: YTD Actual
 - Column 2: Annual Budget
 - Column 3: YTD Last Year
 - Column 4: Last Year Annual Budget
 - Column 5: Last Year Total Actual
 - Report Format (select detail)
6. Click preview report
7. This is the Statement of Activities you will need to submit with your Form FR-001

Copies of recent Loan Activity Statements

If you have an outstanding loan with the Diocesan Savings and Loan Trust Fund, monthly you receive Loan Activity Statements. Please submit a copy of your most recent Loan Activity Statement (if applicable).

Copies of recent Deposit Activity Statements

If you have any deposits with the Diocesan Savings and Loan Trust Fund, monthly you receive Deposit Activity Statements. Please submit a copy of your most recent Deposit Activity Statement (if applicable).

Copies of recent Receivable Statements

If the Pastoral Center invoices you for anything (such as insurance premiums) you will receive a monthly Statement that summarizes outstanding balances. Please submit a copy of your most recent Statement.



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HOW TO COMPLETE FORM FR-001

Entity Information

At the top of the FR-001 you enter the Entity's Name, Location, Project Name and the Project Cost.

Financial Information

The form requires several pieces of information (see descriptions below).

- Total Cash on Deposit at Entity – This would be all the spendable cash at the parish or school. This would exclude monies deposited with Diocesan Savings and Loans Trust. This number comes from the Statement of Financial Position.
- Total Cash on Deposit with Diocesan Savings & Loan Trust – This would be all the deposits held in trust with the Savings and Loan Trust Fund. This comes from the Statement of Deposit Activity.
- Total Outstanding Loans – This is the total number of loans owed by the entity (including both loans from Diocesan Savings and Loans as well as from other lenders). This should come from the Statement of Financial Position.
- Total Outstanding Obligations Payable to the Diocese – This would include all monies currently owed to the Diocese (billed benefits, outstanding Parish Assessment, etc.). This should come from the Receivables Statement.
- Total Prior Year Annual Expense – This would be the expenses incurred from 07/01 to 06/30 of the prior fiscal year. This should come from the Statement of Activities.
- Total Prior Year Annual Revenue – This would be the revenues recorded from 07/01 to 06/30 of the prior fiscal year. This should come from the Statement of Activities.
- Current Year Budgeted Expenses – This would be the expenses budgeted from 07/01 to 06/30 of the current fiscal year. This should come from the Statement of Activities.



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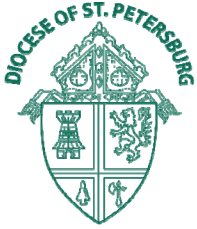
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-
- Total Annual Debt Payments – This would be the total annual Debt Payments you anticipate paying between 07/01 to 06/30 of the current fiscal year (this would probably come from various amortization schedules).

If you need any help completing this form please contact met at adaniels@dosp.org.

Thank you,

Aaron A. Daniels, CPA



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LOAN APPLICATION FORM

Entity: _____

City: _____

Reason for Loan: _____

Total Loan Requested: \$ _____

How will loan be repaid: _____

Amortization period requested: _____

Is request part of a construction project? yes no

If yes, please complete the form FR-001 and attach. Also, complete below

Name of Project _____

Estimated project commencement date _____

Total estimated proeject cost _____

Project Funding

Cash in S&L \$ _____

Campaign \$ _____

Requested Loan \$ _____

Other Funding Source \$ _____

Total \$ _____

If applicable, when will fundraising begin? _____

(signature)

Date

Print Name & Title