

BUILDING, PROJECT AND ARCHITECTURE  
Sample types of projects

- Any project or combination of related projects pertaining to the building maintenance, replacement or repair costing over \$20,000.
- Any contemplated selling, acquiring, leasing, trading, or changing of title to real estate.
- All areas dealing with iconography and liturgical furniture & fixtures, regardless of total cost.

**SAMPLE PROJECTS:**

- Roofing repairs and/or replacement.
- Heating, ventilation and air conditioning (HVAC) replacement.
- Repair or replacement of parking lots and sidewalks.
- Electrical, lighting (indoor or outdoor) or modifications.
- Audio/visual sound systems in the nave, altar or community center.
- All environmental matters including but not limited to asbestos, underground oil tanks, contaminated ground or mold.
- Building structural matters, including foundations, brick, masonry, siding, windows and doors.
- Floor resurfacing and replacement.
- Sale, lease, purchase, mortgage, easement, or other change of control or change of title to real estate.

PROJECT CHECKLIST


Please include this Project Checklist with your President's Letter to your BPA Facilitator. The Project Checklist will assist both the Parish and the BPA with tracking materials.

Parish Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Parish Council President: \_\_\_\_\_  
Parish Council President phone: \_\_\_\_\_  
Parish Council President email: \_\_\_\_\_


Project Committee Chair: \_\_\_\_\_  
Project Committee Chair phone: \_\_\_\_\_  
Project Committee Chair email: \_\_\_\_\_


*In dealing with efficiency, it is preferred that all paperwork be compiled and saved in a .pdf format as a single document and sent to the BPA chairman and BPA facilitators.*


 **Presidents letter:** The parish council president is to provide to the BPA a "President's Letter". the President's Letter should include the following:

- 1. A summary of the Project.
- 2. The total, not to exceed, cost of the Project.
- 3. A factual statement that the Parish is currently paid in full of its Archdiocesan Total Commitment and current with its Clergy Pension Fund contributions.
- 4. The account holding the funds, and the means and methods for funding the Project.
- 5. A factual statement that no Philoptochos philanthropic funds will be funding the Project.
- 6. A statement indicating that each member of the Project Committee has delivered a signed conflict disclosure, and enclosing copies of such signed conflict disclosure statements.

 **Project Committee Roster:** The Project Committee Roster should contain the names and contact information (name, phone number, email) for the Parish Priest, Parish Council President and each Project Committee member.


 **Project Summary:** If applicable, engineering reports or a consultant's report should be supplied along with any reports of qualified consulting professional firm(s). Qualified outside consulting professional firm(s) include, but are not limited to, inspecting architects or construction project management companies.


 **Estimates:** The submission packet must include three (3) bid proposals for the Project. The bid proposals must be similar in scope. Any contractor may be selected by the Parish.


 **Funding:** The submission packet must contain the following information:

- 1. If donor(s) are funding the Project, ALL money must be deposited into a Parish-controlled account (i.e. money market, savings or checking) prior to the beginning of the Project.


2. Supporting documentation, such as a bank statement or balance sheet, evidencing the collected Project funds. If the funds are restricted funds, please explain the nature of the restriction.
3. Supporting documentation containing the approved Parish current budget, two (2) years' prior approved budgets, and the year-to-date profit and loss statement specifying the Project expense.

 **Parish Approval:** The submission packet must include a copy of the signed Parish Assembly minutes approving the Project, or approving the budget wherein the Project is either a specified budget line item or incorporated into a budget line item.

 **Conflict of Interest Disclosure:** To assure the Parish of fair dealing for all Project contract matters, each member of the Project Committee must complete a conflict disclosure and include them in the submission packet. The form utilized by the Project Committee will be the form prescribed for Parish Council as issued by the Greek Orthodox Archdiocese of America.


 **Parish Insurance:** The Parish is to provide a certificate of insurance setting forth the following coverages and insureds or additional insureds:

1. The insured identified as the Parish, using the Parish's correct legal name and all assumed names (d/b/a), with the Parish's address.
2. Additional insureds identified as (a) Greek Orthodox Archdiocese of America, Inc., 8 East 79<sup>th</sup> Street, New York, New York 10075, and (b) Greek Orthodox Metropolis of Chicago, 555 E. Butterfield Road, Suite 201, Lombard, Illinois 60148.
3. The Certificate of Insurance (COI) should have minimum required limits as follows:
  - (a) Commercial General Liability insurance including coverage for bodily injury, property damage, products liability, personal and advertising injury, host liquor and sexual misconduct with the following minimum limits of: \$1,000,000 Per Occurrence Limit, \$2,000,000 General Aggregate Limit. This coverage shall be primary and noncontributory and include a waiver of subrogation against the GOA and Metropolis. Please note: if alcohol is sold on premises, or premises are rented out to 3rd parties, liquor liability must be included.
  - (b) Commercial Automobile Liability with minimum of Combined Single Limit - \$1,000,000 per accident.
  - (c) Worker's Compensation including Employers' Liability: Limits - \$500,000/500,000/500,000
  - (d) Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$1,000,000 each occurrence and \$1,000,000 annual aggregate.
  - (e) Directors & Officers and Employment Practices Liability with minimum Limits of Liability: \$1,000,000
  - (f) Property & Other Coverage Recommendations: (i) Replacement Cost for Building Insurance written on a special form basis to include flood and earthquake; (ii) Scheduled items coverage – Iconography, Valuable Artifacts, etc.; (iii) Employee Dishonesty / Crime coverage; and (iv) Counseling Professional Liability.

 **Contractor Insurance:** Each contractor for the Project must produce evidence of insurance at the time of returning a signed contract. Please consider the recommended coverages, below. Each contractor's Certificate of Insurance is to name as additional insureds and be delivered to the Parish prior to the contractor arrives onto the work site:


4. The Parish, using the Parish's correct legal name and all assumed names (d/b/a), with the Parish's address.
5. The Greek Orthodox Metropolis of Chicago, 555 E. Butterfield Road, Suite 201, Lombard, Illinois 60148.
6. The Certificate of Insurance (COI) should have minimum required limits as follows:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

 **Contractor's Statement and Lien Waivers:** To help protect the Parish against claims for payment by contractors and subcontractors, prior to payment, the contractor must produce:

1. A statement for payment, identifying any payments required to subcontractors.
2. Interim and Final (as applicable) Contractor's Affidavit and Waiver of Lien from each contractor and each subcontractor being paid in exchange for payment to the contractors.
3. Trailing 30-day Contractor's Affidavit and Waiver of Lien from each subcontractor may be recommended to allow time for the contractor to pay its subcontractors.
4. If 30-day trailing Contractor's Affidavit and Waiver of Lien are utilized for subcontractors, no subsequent payments to the contractor are recommended until the outstanding subcontractor Contractor's Affidavit and Waiver of Lien are delivered to the Parish.

To track all the costs and payments, it is recommended that the Parish maintain an Owner's Sworn Statement or similar record for each payment. A sample Owner's Sworn Statement is attached for reference.

 **Project Book:** The Parish is urged to compile a "Project Book" (hard copy and electronic) to include all contracts, warranties, mechanical lien waivers, etc. The Project Book is not only for the current Parish administration, but for future Parish Councils to reference.

**CONFLICT OF INTEREST FORM**

Conflicts and Related Party Transactions Disclosure Policy Statement -- Parish Council

For Officers, Key Persons and Members of the Parish Council of the  
Greek Orthodox Archdiocese of America ("Parish Council"):

I, \_\_\_\_\_, understand and agree that my role as a Parish Council member is one of sacred honor, trust, and responsibility. As such, I will, with honesty, competence and care, act at all times in the best interests of the Greek Orthodox Archdiocese of America. I have received and read a copy of the Conflicts and Related Party Transactions Disclosure Policy of the Greek Orthodox Archdiocese of America. I agree to fully abide by the Policy. I affirm that, to the best of my knowledge, I am not engaged in any activity or business, or have any other association that would pose a financial or other conflict with the best interests of the Greek Orthodox Archdiocese of America, or engaged in any Related Party Transaction except as has been disclosed, in writing, to the Chair of the Parish Council Audit Committee with a copy to the President, Vice President and Secretary of the Parish Council as follows:

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I further state I have disclosed above, and to the individuals specified above, the identity of any entity ("my entity") of which I am an officer, director, trustee, member, owner (either as a sole proprietor or partner), or employee, that either has a relationship with the Archdiocese, Metropolis or any Parish, or a transaction between the Greek Orthodox Archdiocese of America and myself (or my entity), whereby I have a conflicting interest or a Related Party Transaction. If I become aware of any conflicting interest or Related Party Transaction that arises after the date of this affirmation, I will immediately disclose that conflict or transaction, in writing, to the individuals specified above.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO OWNER**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ } ss.

The affiant, \_\_\_\_\_, being first duly sworn, on oath deposes and says that he is \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), and has a contract with \_\_\_\_\_ (property owner) for \_\_\_\_\_ (project type) of the following described premises in \_\_\_\_\_ (county), \_\_\_\_\_ (state), with the following address: \_\_\_\_\_.

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

1	2	3	4	5	6
Name & Address	Kind of Work	Adjusted total contract including extras & credits	Net Amount Previous Payment	Amount of this Payment	Balance To Become Due (Inc. retention)
<b>TOTALS</b>					

AMOUNT OF ORIGINAL CONTRACT	\$ _____	WORK COMPLETED TO DATE	\$ _____
EXTRAS TO CONTRACT	\$ _____	LESS _____% RETAINED	\$ _____
TOTAL CONTRACT AND EXTRAS	\$ _____	NET AMOUNT EARNED	\$ _____
CREDITS TO CONTRACT	\$ _____	NET PREVIOUSLY PAID	\$ _____
ADJUSTED TOTAL CONTRACT	\$ _____	NET AMOUNT OF THIS PAYMENT	\$ _____
		BALANCE TO BECOME DUE (Inc. Retention)	\$ _____

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed \_\_\_\_\_% of the const of work completed to date. I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
 \_\_\_\_\_ (position)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

**CONTRACTOR'S AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss.

TO WHOM IT MAY CONCERN:

The undersigned, \_\_\_\_\_ (name) being duly sworn, deposes and says that s/he is the \_\_\_\_\_ (position) of \_\_\_\_\_ (company) who is the contractor furnishing \_\_\_\_\_ work at the property located at \_\_\_\_\_ (address) owned by \_\_\_\_\_ (property owner).

That the total amount of the contract including extras\* is \$ \_\_\_\_\_ on which s/he has received payment of \$ \_\_\_\_\_ or to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

<b>NAMES AND ADDRESSES</b>	<b>AND</b>	<b>WHAT FOR</b>	<b>CONTRACT PRICE INCLDG EXTRAS*</b>	<b>AMOUNT PAID</b>	<b>THIS PAYMENT</b>	<b>BALANCE DUE</b>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE						

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date: \_\_\_\_\_  
Signed: \_\_\_\_\_  
\_\_\_\_\_  
(position)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**WAIVER OF LIEN**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss.

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_  
to furnish \_\_\_\_\_  
for \_\_\_\_\_ the \_\_\_\_\_ premises \_\_\_\_\_ known \_\_\_\_\_ as  
\_\_\_\_\_ of which  
\_\_\_\_\_ is the owner.

THE undersigned, for and in consideration of \$\_\_\_\_\_, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of \_\_\_\_\_, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature & Title: \_\_\_\_\_

\*Extras include but are not limited to both oral and written Change Orders to the Contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_