THE MISSION BUILDER

PROGRAM

***BUILDING YOUR HOUSE OF WORSHIP***

***PHYSICALLY AND SPIRITUALLY***

**Mission Builders**

**THINGS YOU NEED TO KNOW IF YOU ARE PLANNING TO BUILD A NEW CHURCH OR ADDING AN ADDITION TO YOUR EXISTING BUILDING**

**The Mission Builder program is intended to provide congregations of the ELCA and it’s FULL COMMUNION PARTNERS who desire to construct their own facilities, guidance, direction, and information during the period prior to construction. At the beginning of the construction phase, the program makes names of the individuals available who are willing to work for the congregation as a construction manager and as workers (Mission Builders). Prior to construction, congregations participating in the program may receive information regarding the selection of an architect, administrative and organizational considerations, plus assistance with bidding and budget reconciliation. The program while open to discussing concepts of your building does not provide binding guidance, direction or other information with respect to the final design and specifications of the building. This is the responsibility of the congregation, working with the architect, and the structural engineer licensed in your state.**

**Congregations that participate in the program are assessed a fee per square foot for all construction. This fee makes possible the continuation of the Mission Builder program. Congregations typically save between 15 and 30% of the cost to complete a project.**

**Each congregation must employ the Construction Manager and Mission Builders directly and are obligated to pay them minimum wage and to provide Workman’s Compensation Insurance. The Construction Manager is responsible for overseeing the entire project and makes sure the subcontractors are performing to plans and to specs. Beyond the payment of minimum wage, Mission Builders receive no remuneration for travel or other expenses. Since most Mission Builders live in their own RV’s the congregation is expected to provide a place where they can park on the building site. Parking the RV’s on site enhances convenience and security and allows greater interaction with congregation members. Mission Builder spouses are part of the team and will not be located at a remote location. The congregation as the owner of the building project is responsible for securing volunteers from its own membership. Volunteer participation in the project develops the feeling of ownership in the project and helps lower costs. The 40 hour work week is normally scheduled Tuesday through Saturday to accommodate volunteers. Mission Builders supply their own hand tools and most safety equipment. Ladders scaffolding and other large pieces of equipment may need to be rented by the congregation. Through the efforts of our organization, Congregations get new facilities with cost savings and a unique sense of ownership. Congregations often report their congregation is stronger and closer after working side by side with Mission Builders. Mission Builders themselves gain new friendships, the rewards from helping others, and providing service to our Lord.**

**Mission Builders are dedicated Christians who have committed themselves to giving glory to God through their work and actions as they actively participate in the worship and service life of the congregation for whom they work. Spiritual growth is an important aspect of their makeup. A congregation involved in this type of project will develop a strong feeling of ownership and a sense of being a family of God. Mission Builders are talented people who want to share and give of themselves to others.**

***BUILDING WITH THE HELP OF THE MISSION BUILDER PROGRAM***

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**IN APPRECIATION**

**I. What is the Mission Builder Program?**

A. The Mission Builder Program is intended to provide congregations of the ELCA who desire to construct their own facilities with guidance, direction and information during the period prior to construction. Then, at the beginning of the construction phase, the program makes available names of individuals willing to work for the congregation as a Construction Manager and as workers.

B. Prior to construction, congregations participating in the Program may receive information regarding selection of architects, administrative and organizational tasks, and assistance with estimating biding and budgeting.

C. Congregations participating in the Program receive the names of the potential Construction Manager and Mission Builders who are willing to be employed by the congregation at minimum wage. The congregation, as owner of the building project, is responsible for augmenting the manpower with volunteers from its own member.

D. The Program does not provide guidance, direction or other information with respect to (1) the design and specifications for the building (this is the responsibility of the congregation and the architect) or (2) the construction process, including the means and methods of construction (this is the responsibility of the congregation and the Mission Builder Pre-construction Manager and the Construction Manager hired by the congregation).

**II. Who may participate in the program?**

Congregations and institutions of the ELCA may participate in the program. Institutions include camps, social service agencies and educational organizations. Congregations and institutions of any denomination that is in full communion with the ELCA may also participate in the Program.

**III. What can be constructed using the Program?**

A. The structure erected using the Program must meet certain criteria (Ref: Appendix A). Congregations participating in the Program have built new church buildings, and additions to existing buildings. They have built camp buildings and parsonages. Any building that would be needed by a congregation, church camp or educational facility is eligible for our consideration.

B. The length of time needed to build a structure depends on the complexity of the plan and difficulty encountered during construction. On an average a congregation planning to build a 5,000 square foot building could plan on completing the structure in about 6 months.

C. What does it cost to participate in the Program?

The congregation is assessed based a fee based on the square footage for all construction. This fee is to make possible the continuation of the Mission builder Program. This fee is payable at the midpoint of project completion. A non refundable $1000 application fee is required at the time of application to the program. The $1000 is credited toward the total sq. footage fee.

**IV. What are the potential benefits of participating in the Program?**

A. **Financial Benefits.** The percentage of savings varies with each project, depending on the cost of materials, type of construction (i.e. masonry, steel, wood). Consider also the number of Mission Builders employed by the congregation and the number of volunteer hours provided by the congregation. Since savings by the congregation is directly proportional to the amount of work that can be done by the Mission Builders and the congregation, it is important to design the building so you don’t have to use specialty sub contractors. Past experience would suggest savings in the range of 15 to 30% of the cost to complete the project compared to using a general contractor. One advantage of using Mission Builders is, if a general contractor were building your building, a performance bond would cost the congregation about 3% of the contract. This generally would exceed the cost of the Mission Builder Program.

**B. What does it cost to participate in the program?**

The congregation is assessed a feebasedon $2.00 per square foot for new construction, $2.50 for remodeling areas and $2.50 for gut remodel areas where major structural and roof removals may be required. This fee is to make possible the continuation of the Program and has no connection to the construction ofthe building. This fee is payable mid way through project completion. A non refundable $1000 application fee is required at the time application to the program is made. The $1000 fee is credited toward the total sq. footage fee.

**C. Spiritual Benefits.**

The Mission Builders are dedicated Christians who have committed themselves to giving to God through their work and by their actions as they participate in the worship and service life of the congregation for whom they work. Spiritual growth is an important aspect of their makeup.

**V. Who will be working with us?**

**A. Mission Builder Regional Consultants**

Regional consultants cover specific geographic areas of the United States. It is their responsibility to relate the opportunities available to congregations interested in participating in the program. The Mission Builder director will assign the consultant to interface with the congregation. **The program pays expenses for the first visit by a consultant, if subsequent visits are required travel and related expenses will be the responsibility of the congregation.**

**B. Pre-construction Managers**

All congregations participating in the Program must employ a Pre-construction Manager to ensure that the project is ready to start when Mission Builders arrive. The pre- construction manager travels to the construction site and helps the congregation complete the estimating, bidding and sub-contracting processes to ensure that all materials and works are available to complete the project. The pre-construction manager will review the plans with building committee and help congregation understand the project cost. Savings to project can be realized by consulting a pre-construction manager. The program pays travel expenses required for the first two visits to the congregation. Travel expenses incurred for subsequent visits are to be paid by the congregation.

**C. Construction Manager**

The construction Manager, who is employed by the congregation at minimum wage, is responsible for the smooth and timely progress of the project and its successful completion. The construction manager is responsible to oversee the total project and to make sure the sub-contractors are performing according to plans and specs. At the time of the scheduled visit between the manager and the building committee, expected responsibilities should be spelled out in writing, so each party knows what is expected. These individuals have management skills and on the job experience from other completed projects. From a roster of Mission Builders a construction manager name, which is willing to work for the congregation, will be sent to the building committee. The selection of the construction manager must be recommended and approved by the Director of the Mission Builder Program. The congregation is expected to invite prospective construction manager and spouse to visit, before construction starts, at the congregation’s expense.

**D. Mission Builders**

Mission Builders love the Lord and want to give of their time and talent to help congregations build. They are people with building skills – contractors, farmers, teachers, pastors, doctors, every skill and trade you can think of. They are people willing to travel all over the United States to work for congregations that need their building skills. They want to be part of the congregation they are working for and will participate in the activities of the congregation. They are people who are willing to share their spirit filled experiences with the congregation. We have over 100 builders on our roster and they reside all over the country. Mission Builders select the jobs they are interested in working for. They list their choices from the first priority to the third priority. The director makes the work assignments after consulting with the construction manager for the project. Mission Builders have current physical examination forms submitted to the director verifying they are physically fit to work. They also have a signed recommendation from their pastor. The names of the construction manager and builders are sent to the congregation for their approval. The congregation or the church camp makes the final decision on employment of the builders. The size of the project will dictate the number of builders assigned to the project. The builders are employed by the congregation for minimum wage. All builders working on a Mission Builder job must be assigned and approved by the Director of the Mission Builder Program, for employment by a congregation or church camp. All Mission Builders must be on the roster that is maintained by the Director of the Mission Builders.

**VI.** **How does a congregation apply?**

After the building committee has reviewed the information regarding Mission Builders, the congregation must vote to approve participation in the Mission Builder Program. A completed application (see appendix B) is submitted to the Director of the Mission Builder Program along with a check for $1000. The $1000 application fee is non refundable. When we issue an invoice for the Square footage later in the project, the, $1000 will be deducted from the total amount of the invoice.

**VII. When does a Congregation apply?**

Mission Builders would like to become involved with the building committee from the first time you hear about Mission Builders. There is information Mission Builders have gained from over one hundred and fifty projects that can save the congregation money. Mission Builders are willing to take the opportunity to review the plans and make suggestions to the building committee before you’re committed to a plan that may not work for you.

From the time you have finished architectural drawings another six months is usually required to make sure everything is ready to build.

**VIII. What are the requirements for participation in the program?**

A. A Building Committee (see appendix e)

The building committee must be active and assume the responsibility for their project. Mission Builders will assist you any way they can; however the congregation must be responsible for the pre-construction items listed on the Mission Builders Readiness to build sign off form. This form will be included in the documentation sent by the pre- construction manager or the Director of Mission Builders.

B. Architectural drawings

The design and specifications, including the construction or working drawings and specifications (the documents) for the purpose facility to be constructed by the congregation, must be prepared by an architect, engineer or designer employed by either firm. The documents must be reviewed and approved by an architect and/or engineer licensed in the state in which the facility is to be built. Such architect or engineer shall review (i) the documents (ii) affix his seal to the documents and take any other steps which may be required under law of the state in which the facility is to be built to certify to the congregation that the documents meet all applicable building codes and the standard of good architectural and engineering practice and (iii) if the congregation so selects, undertake continuing contractual responsibility to the congregation in order to assure that the project is built in accordance with the documents. The congregation further agrees that in its undertaking to construct its proposed facility it will construct the facility as specified in the documents and will make no changes without the approval of the licensed architect or engineer whose seal appears on such documents.

C. Review of plans and specifications

The documents for the facility to be constructed by the congregation must be reviewed by the Director of Mission Builders prior to the start of construction. This review is made only to assure that the criteria (III A.) are met and for no other purpose. The design of the proposed facility should be one that will permit a major portion to be built by Mission Builders and the congregational volunteers, and the congregation agrees to hire independent contractors to construct those portions of the facility not suitable for construction by Mission Builders. The determination of the suitability of any such proposed facility for construction by Mission Builders as well as the determination of what portions of a project must be constructed by independent contractors shall be determined by the pre-construction manager or construction manager and building committee in consultation with the architect, engineer or designer employed by the congregation.

D. Insurance and worker’s compensation.

1. The congregation shall furnish and maintain public liability and property damage insurance with a combined single limit for personal injury and property damage of at least one million dollars per occurrence and three million dollars annually. The policy shall protect the ELCA and the synods of the ELCA from claims arising from the planning, design and construction of the congregation’s facility or in any way from the fact of its participation in the program. This insurance shall provide for coverage of all claims (regardless of the date on which such claim is made) arising out of occurrences during the period. The term of such policy shall commence on or before the date any work is commenced on the congregations project by the Construction Manager or any Mission Builder employed by the congregation, and continue until the completion of construction of the facility. The insurance shall, although not by way of limitation, provide coverage from claims of personal injury or bodily injury and claims resulting from property damage. This certificate of insurance shall contain a provision stating the coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given to ELCA Mission Builders.

2. The congregation must maintain such Worker’s Compensation Insurance coverage as may be mandated by applicable law for all persons employed by it on its construction project. In the event that any work is contracted out by the congregation, each contractor, sub-contractor or other independent contractor shall also be required to provide Worker’s Compensation Insurance for all employees on the job. Such coverage shall be effective before the date on which the Construction Manager commences any work on the congregation’s project or Mission Builders employed by the congregation, and the coverage shall continue until the completion of construction of the facility.

E. Pre-construction Managers

It is a pre-requisite to participation in the program that the congregation involves a Pre-Construction Manager to assist the congregation in bidding, budget reconciliation, and contracts, along with other construction documents necessary for the project to proceed. The Pre-Construction Manager will review the plan prior to start of construction. He is available to consultation about possible saving that could be realized if changes to the plan could result in savings to the congregation. Before the Pre-Construction Manager comes to your congregation, the question is what part of the project Mission Builders will do? Please see Appendix D in this book to help answer this question.

Mission Builders and the Construction Manager.

Prior to the start of construction, the congregation must inform each of the Mission Builders by letter, e-mail, or telephone to let them know the congregation has employed them. Since they are your employees, the Building Committee has the prerogative to terminate the employee at any time. In case of the Construction Manager, the same holds true, but such notice must be sent, by fax to the Director of Mission Builders. The faxed document must have the signatures of the Building Chair, Pastor, and congregational President, stating the reason for the termination. Any action other than that notification could result in the Mission Builder being requested to depart from the project. The congregation must also agree to pay each Mission Builder the minimum wage. In some cases, the Mission Builder you want to employee, does not have his/her own RV and it is the congregation’s responsibility to provide a unit by renting or one provided by a congregant. If it is not possible to provide suitable housing, notify the builder and the Director. The director will find a replacement builder.

F. 1. The congregation further agrees to use its best efforts to recruit volunteers as a building block for the program. A guideline for volunteer hours should equal 30% of hours worked by Mission Builders. This is only a guideline not a requirement.

. 2. Mission Builders suggest congregations provide two meals each week. This arrangement is negotiable with the construction manager. Each Saturday a noon potluck meal is requested for the builders and volunteers.

3. Mission Builders live on the site. Temporary electrical service should be provided. The construction manager will determine the need and number of 30 amp and 50 amp hook ups. The size of the electrical service will also be determined by construction manager with the help of your electrician. Water and sewage is required for each RV.

4. Necessary permits are required to have Mission Builders live on site. Acquiring these permits sometimes is not an easy task and should be checked into early. The permit must be in writing to assure that there is no problem at a later date. Approval will be sent to the Director of Mission Builders with the application to use Mission Builders.

5. An office space will be needed for the Construction Manager and all the paper work that is associated with the project. It will also have to be large enough to provide safe storage for tools and provide room for devotions and breaks for the builders and volunteers.

6. A refrigerator for food storage will be needed. Water for the workers will be needed.

7. A portable toilet and dumpster for trash are needed. One dumpster for RVs and one roll off dumpster for the job site.

8. A 10” or 12” sliding tilt-arbor table saw. Many congregations buy a new one and sell it after the job is completed. The need for the saw should be discussed with the construction manager before you go out and purchase a saw, some managers have one. Items 4 thru 8 should be discussed with construction manager at the first meeting when you both get acquainted.

G. Contract Forms

1. The form “Congregation Application for Mission Builders” (Appendix B) when submitted with all the blanks filled in becomes the contract between Mission Builders and the congregation with all items in this form A,B,C, and D becoming part of that contract.

H. 2. Mission Builders Readiness to build form (Appendix D) must be completed and returned to the Mission builder Director in a timely manner as requested.

I. 3. The form “Agreement between Congregations and Independent Contractor” is the form that Mission Builders recommends be used with all sub contractors (Appendix C).

J. Permits, drawings and financing

The following items must be completed before building activity can begin.

1. All required permits

2. Complete and approved drawings

3. Financing

**IX. What is the obligation of the congregation to the program?**

A. Mission Builders

1. The congregation must employ each Construction Manager and Mission Builders directly and are obligated to pay them Minimum wage. Beyond the payment of minimum wage, Mission Builders receive No remuneration for travel or other expenses.

2. Since most Mission Builders live in their own RVs, the congregation is expected to provide a place where they can park. Parking the RVs on the construction site enhances convenience and security. Mission Builder spouses are part of the team and will not be located at a remote location. All utility hook-ups must be in place prior to the arrival of the Mission Builders. The congregation should, during a worship service, commission the Mission Builders and the Construction Manager. The Mission Builders will also want to attend the dedication after the work is finished. Since this becomes church away from home for the builders, they appreciate becoming temporary members of the congregation. They enjoy taking part in the choir, bible classes and many other activities that are going on at the church.

B. Volunteers

1. The congregation, owner of the building project is responsible for augmenting the project manpower with volunteers from their own congregation members. The participation helps develop a strong feeling of ownership and a sense of family and helps reduce cost. It also helps insure that their project will be completed in a timely manner.

2. The first source of volunteer labor is from within the congregation. It is also important that other congregations in the area be informed of your building project. There is a source of help for your building.

3. Volunteers augment the work done by Mission Builders. The construction manager normally schedules the work week to be Tuesday through Saturday, to accommodate volunteers.

C. Equipment

1. Mission Builders generally supply their own hand tools. The congregation must supply larger tools, including long construction ladders, table saw, construction lifts, scaffolding, and the like. Much of this equipment is available for rent. The construction manager will be able to estimate equipment needs.

**X. ESSENTIALS FOR THE SUCCESS OF YOUR BUILDING PROGRAM**

* **PRELIMINARY LOAN APPROVAL.**  If the Mission investment Fund (MIF) is providing financing, a PHASE 2 church building proposal should be approved
* **ARCHITECTURAL PLANS COMPLETED.**  Plans must be reviewed by Mission Builder Director to determine that they are within the criteria that Mission Builders requires to build.
* **SECURE RV PARKING PERMIT.**  Send copy of permit to Mission Builder Director. If permit is denied, ask for a procedure to secure a special use permit or variance.
* **GENERAL LIABILITY, WORKERS COMP. AND BUILDERS RISK INSURANCE.** Send copies of certificates to Mission Builder Director, as soon as possible.
* **APPOINT A BUILDING CONSTRUCTION TREASURER.** To pay bills, handle payroll for builders, and keep records of all project financial matters for the project. Bonding or waivers of lien are required by MIF for payment of all invoices and is a good policy in any case. Work closely with Escrow Officer of MIF if financing through MIF.
* **APPOINT A LIAISON FROM THE BUILDING COMMITTEE TO THE CONSTRUCTION MANAGER.**
* **APPOINT A VOLUNTEER CO-ORDINATOR.**  Remember that most builders are strangers in your area and would appreciate activities that get them off the job site on their days off.
* **LIST OF POTENTIAL SUB-CONTRACTORS AND MATERIAL SUPPLIERS.**  A local person who knows local subs, and material suppliers and building codes is a plus for your project. Your architect may also be a good resource for subs and suppliers to bid parts of your job that Mission Builders do not do. (Plumbing, HVAC, Electric, and Drywall).The pre construction manager needs this information when he comes to help you do bidding.
* **SECURE NEEDED UTILITIES.** ie: water, sewer, temporary electric, and phone lines. Make application for these as soon as possible since it may take awhile to get the permits. Each utility company has a process to get service from them, and utilities need to be in place when Mission Builders arrive.
* **AFTER THE BIDDING IS COMPLETE,** The cost will be known and the financingshould be in place. For MIF financing make sure you have followed the escrow instructions sent by the loan administrator. All of this can be done with the assistance of the pre-construction manager.

**IN APPRECIATION**

We are deeply indebted to persons with vision and inspiration, who founded, supported and provided leadership for the Mission Builder Program.

DR. JAMES A BERGQUIST 1986, Exec Director, American Lutheran Church Division for service and Mission who saw the potential for assisting the building of mission churches with volunteers; he encouraged continuation of the program upon the founding of the ELCA in 1988. He was the first Director of the Division for Outreach in the new ELCA.

REV. DR. DONALD D. JOHNSON, Director of Mission Partners, who through word and deed provided inspiration and leadership greatly enhancing the Mission Builder Program: 1987-1996

REV. DR. MALCOLM MINNICK JR, Director of the Division for Outreach ELCA, encouraged the Mission Builders leaders to enlarge their scope of activity throughout the ELCA: 1989-1997

REV. RICHARD MAGNUS, Director of the Division for Outreach ELCA, continues healthy support for the Mission Builders Program: 6/6/97-12/31/07:

REV. DR. STEPHEN BOUMAN, Exec. Director Evangelical Outreach and Congregation Ministry lends his support to the Mission Builder Program: 1/01/08 to present.

LABORERS FOR CHRIST, Lutheran Church Missouri Synod and their past Director Curtis Connolly for sharing their building experience, forms, and training events, which greatly helped the establishment of the Mission Builders Program.

REV. RON VOSS, Pastor of Servants for Christ, Indianapolis, IN and the first volunteer Director of Mission Builders, along with his secretary Marilyn Koehler, organized recruited manpower and established the Mission Builders program as a viable entity from 6/86-7/88:

REV. WILLIAM J. HANSON, Retired pastor, became the first full-time Director of Mission Builders. Under Bill’s leadership the program expanded rapidly with over 100 active builders and construction in excess of 60 churches during his tenure: 7/88-1/97.

GARY L. JOHNSON, a Mission Builder Construction Manager, was appointed director of Mission Builders on 1-1-1997 and served until medical issues forced him to retire in 6/98:

DONALD C. KIEFFER, a Mission Builder Construction Manager, was appointed acting Director on 6/1/98 until 4/6/99:

DEAN HINER, a Mission Builder Construction Manager, was appointed Director of Mission Builders on 4/6/99 and served until retiring on 12/31/04. During that time 45 churches were constructed with 204 Mission Builders involved.

THOMAS CHASE, a Mission Builder Construction Manager was appointed The Director Mission Builders January 1, 2005 to December 31, 2014. During this period 40 churches and church camps received building help from Mission Builders. Over $300,000 was given as grants to churches and camps.

BILL GRAVES, a Mission Builder Construction Manager was appointed The Director of Mission Builders. January 1st 2015 and continues to serve the program at this time.

**APPENDIX A**

**Criteria for:**

**Facilities to be constructed by Congregations**

**and others that utilize Mission Builders.**

The primary purpose for these criteria is to insure the safety of the Mission Builders and volunteers who work on the project. We want to keep the projects within the parameters listed to insure that the project is buildable by the crew. We want to be able to help all congregations that inquire about using Mission Builders; therefore we ask you to let us review your plans and see if we can say “yes” to build your project. The criteria listed below are guidelines. **Please inquire if your project exceeds these guidelines.**

1. A 48 foot maximum clear span with conventional truss or commercially prepared glulam. We will review plan and determine if exceptions are allowed, check with MB Director.

2. Wall construction will be wood frame, steel studs, or ICFs. Siding can be wood, steel, or brick veneer, other masonry products, check with MB Director.

3. All structural steel that requires welding must be done by a certified welder.

4. A roof pitch under 12/12 is desirable. Anything in excess of this needs approval by MB Director.

5. Square footage over 14,000 square feet should be reviewed by the Director of the Mission Builder Program.

6. Plans and specifications must be prepared in accordance with American Institute of Architects guidelines for architectural drawings and specifications.

7. All materials and methods are to be considered “Standard” in the industry.

***A review committee may consider exceptions to these criteria.***

**APPENDIX B**

**CONGREGATIONS APPLICATION FOR MISSION BUILDERS**

Now therefore,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_located

(congregation or camps name)

at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_acting as the general contractor, desires to employ Mission builders to assist the congregation in the construction of a church related facility.

The document “The Mission Builders Program” provides the details of the relationship between the people involved, and becomes a part of this agreement.

Architectural Plans ( have been/ will be) submitted to the Director of Mission Builders for plan review as presented in Appendix A “Criteria” as required when using Mission Builder Program.

All building programs must have these basic requirements, Money, Architectural Plans and Permits (MAP) fulfilled before construction can start. Pre-construction managers approval on the “Verification Check-list Sign off” will assure all parties that MAP will be in place.

The purchase of construction and general liability insurance is a requirement by the ELCA.

(See form MBP1, VIII, D 1 & 2. Insurance and Worker’s Compensation :).

In the event any legal action is taken against the ELCA, Synod, or Mission Builders for matters pertaining to the building program, the congregation shall defend any such action and hold them harmless.

Receipt of this application places the congregation on the **Potential Construction List.** Mission Builders engagement in a construction project depends upon the availability of personnel at the time. A $1000 non-refundable application fee is to be submitted with this document. It is understood that as a part of this agreement, to make possible the continuance of the Mission Builder program, the congregation is donating to this program in the amount of $2.00 per sq. ft. of new construction and $2.50 per sq. ft. for remodeling, $3,00/ sq. ft. for” Gut” structural remodeling. **This amount is payable mid way through project completion**.

**It is critical that Mission Builders are allowed to park RVs on site. This provides security for the building site, enhances fellowship between Mission Builders and congregation members and serves as a witness to the community. Approval has been granted as per attached signed document from the appropriate jurisdiction.**

This Agreement has been approved by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lutheran Church of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at a legally called

meeting on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with majority approval to use Mission Builders to construct their facility.

(date)

For\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Lutheran Church

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_President

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Secretary

**APPENDIX C**

**AGREEMENT BETWEEN CONGREGATION AND INDEPENDENT CONTRACTOR**

This Agreement made and entered into this \_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_

Between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(herein referred to as “Independent

Contractor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(herein after referred to as “Congregation”).

WHEREAS. Congregation has undertaken the responsibility for the construction of its church facilities (The Project) more particularly described as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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WHEREAS, Congregation has retained an architect, engineer or designer to prepare drawings and specifications for The Project which drawings are specifications and all addenda and modifications to the drawings and specifications (including change orders and other written interpretations issued by the architect) issued subsequent to the preparation of the original drawings and specifications are herein collectively referred to as “Construction Documents” and, except for such addenda and modifications as may be issued after the execution of this agreement are enumerated below; and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS, Congregation will undertake to construct The Project by employing retired carpenters, construction workers, and other “willing workers” who have voluntarily committed themselves to employment, at minimum wage, by congregations desiring to construct modest church facilities (Mission Builders), as well as other volunteers, all of whom will be supervised by the Construction Manager employed by the Congregation; and

WHEREAS, certain work on The Project cannot be performed by Mission Builders and volunteers and it is, therefore necessary to have such work done by Independent Contractor

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE 1**

**The Work**

1.1 The contractor shall perform the work described below in the manner provided in the Construction Documents (Here insert description of work.)

**ARTICLE 2**

**TIME OF COMMENCEMENT AND SUBSTANCIAL COMPLETION**

2.1 The work to be performed under this agreement shall be commenced on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And shall, subject to authorized adjustments, be substantially completed no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2.2 Time is of the essence in this agreement

**ARTICLE 3**

**CONTRACT SUM**

3.1 The congregation shall pay the Independent Contractor in current funds for the performance of the Work, subject to additions and deductions authorized pursuant to the paragraph 8.8, the Agreed sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**ARTICLE 4**

**LUMP SUM**

4.1 Payment, consisting of the entire balance of the agreed sum, shall be due when the work described in this agreement is fully completed and performed in accordance with the construction documents and is satisfactory to the congregation.

**OR**

**PROGRESS PAYMENT**

4.2 Based upon application for payment submitted by independent contractor to the construction manager employed by the congregation and certificates for payment issued by the construction manager employed by the congregation, the congregation shall make progress payments to the independent contractor on the account of the agreed sum as provided below. Monthly payments of 90% of progress and the remaining 10% retention payable 45 Days after completion of the work of this agreement and upon provision of the lien waivers.

4.3 Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the congregation to the independent contractor when the work has been completed, the agreement fully performed, and the final certificate for payment has been issued by the congregation manager employed by the congregation.

4.4 Before issuance of payment, the independent contractor shall submit evidence satisfactory to the congregation that all payrolls, bills for materials and equipment, and all know indebtedness connected with the independent contractors work have been satisfied and that all present or future possible liens for mechanics or material have been waived.

**ARTICLE 5**

**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

Insert here any requirements for the furnishing of bonds by the contractor.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTICLE 6**

**INSURANCE**

6.1 The independent contractor shall purchase and maintain liability insurance to protect him from claims under workers’ or workman’s compensation acts and other employee benefit acts, claims for damage because of bodily injury, including death, and from claims for damages, other than to work itself, to property which may arise out of or result from the independent contractor’s operation under this agreement., whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required under workers’ or workman’s compensation acts and other employee benefit acts, shall be written for not less than a combined single limit for personal injury and property damage of five hundred thousand dollars per occurrence and one million dollars annually. Said insurance shall include contractual liability insurance applicable to the contractor’s obligation under Paragraph 8.10.

6.2 A Certificate of Insurance acceptable to the congregation shall be filed with the congregation prior to commencement of the work. This certificate shall contain a provision that coverage afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the congregation.

**ARTICLE 7**

**WORKING CONDITIONS**

7.1 Independent contractor, being advised that The Project is, in large part, being constructed by Mission Builders and volunteers, agree to work on the project and further agree to be subject to the oversight of the construction manager and to take such extra precautions as may be reasonably necessary to protect the Mission Builders and volunteers working on the project.

**ARTICLE 8**

**CONTRACTOR DUTIES**

8.1 The independent contractor shall not assign this agreement without the written consent of the congregation, nor subcontract the whole of this agreement without the written consent of the congregation. The independent contractor shall not assign any amounts due or to become due under this agreement without written notice to the congregation.

**8.2** **Execution and progress of the work.**

8.2.1 The independent contractor shall cooperate with the congregation in scheduling and performing the work to avoid conflict of interference with the work of other.

8.2.2 The independent contractor shall promptly submit shop drawings and samples required in order to perform work efficiently, expeditiously and in a manner that will not cause delay in the progress of the work of others on the project.

8.2.3 The independent contractor agrees that the work shall be done subject to the final approval of the congregation.

**8.3** **Laws, Permits, Fees and Notice**

8.3.1 The independent contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work including compliance of the work with all applicable building codes. The independent contractor shall secure pay for all permits and government fees, licenses and inspections necessary for the proper execution and completion of the work.

8.3.2 The independent contractor shall comply with federal, state, and local tax laws, social security act, unemployment compensation acts and worker or workmen’s compensation acts insofar as applicable to the performance of this agreement.

**8.4** **Work of Others**

8.4.1 In carrying out this work, the independent contractor shall take necessary precaution to properly protect the finished work of others from damage caused by his operation.

8.4.2 The independent contractor shall cooperate with the congregation and other independent contractors whose work might interfere with the independent contractor’s work.

**8.5 Safety Precaution and Procedures**

The independent contractor shall take all reasonable precautions with respect to this work, shall comply with all safety measures initiated by the congregation and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property. The independent contractor shall report to the construction manager, within three days, any injury to any of the independent contractor’s employees at the site.

**8.6 Cleaning Up**

The independent contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish arising as a result of the work.

**8.7 Warranty**

The independent contractor warrants to the congregation that all materials and equipment furnished shall be new unless otherwise specified, and that all work under this contract shall be of good quality, free from faults and defects, in compliance with all applicable building codes, and in conformance with construction documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this paragraph 8.7 shall be in addition to and not in limitation of any other warranty or remedy required by law or otherwise.

**8.8 Changes in the Work**

The independent contractor may be ordered in writing by the congregation, without invalidating this agreement, to make changes in the work, within the general scope of this agreement consisting of additions, deletions or other revisions, the agreed sum and the agreed time being adjusted accordingly. The independent contractor, prior to the commencement of such change or revised work, shall submit promptly to the congregation written copies of any claims for adjustment to the agreed sum and agreed time for such revised work.

**8.9 Claims of the independent Contractor**

The independent contractor shall make all claims promptly to the congregation for additional cost, extension of time, and damages for delays or other causes.

**8.10 Indemnification**

8.10.1 To the fullest extent permitted by law, the independent contractor shall indemnify and hold harmless the congregation, its officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the performance of the independent contractor’s work under this agreement, provided that any such claim damage, lose, or expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other that the work itself) including the loss of use resulting wherefrom, to the extent caused in whole or in part by any negligent act or omission of the independent contractor or anyone directly or indirectly employed by him or anyone for whose acts may be liable, regardless of whether it is caused in part by a party indemnified hereunder. Such obligation shall not be considered to negate, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph

8.10. In any and all claims against the congregation, its officers, agents, and employees by any employee of the independent contractor, anyone directly or in directly employed by him or anyone for whose acts he may be liable, the indemnification obligations under this Paragraph 8.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the independent contractor under Workers’ or Workmen’s Compensation Acts, Disability Benefits Acts or other employee benefit acts.

**ARTICLE 9**

**CONGREGATION**

**9.1 Service Provided by the Congregation**

9.1.1 The congregation shall cooperate with the independent contractor in scheduling and performing his work to avoid conflict or interference in the independent contractor’s work. As soon as practical after execution of this agreement, the congregation shall provide the independent contractor with an estimated progress schedule of the entire project together with such additional scheduling detail as will enable the independent contractor to plan and perform his work properly. The independent contractor shall be notified promptly of any subsequent changes in the progress schedule and the additional scheduling detail.

9.1.2 The congregation shall provide suitable areas for storage of the independent contractor’s materials and equipment during the course of the work. Any additional cost to the independent contractor resulting from the relocation of such facilities at the direction of the congregation shall be reimbursed by the congregation.

**9.2 Congregation’s Remedies**

If the independent contractor defaults and neglects to carry out the work in accordance with this agreement and fails within three working days after the receipt of written notice from the congregation to commence and continue correction of such default or neglect with diligence and promptness, the congregation may, after three days following receipt by the independent contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost hereof from the payment thereafter due the independent contractor.

**ARTICLE 10**

**EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated Agreement between the Congregation and the Independent Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Congregation and the Independent Contractor .This Agreement shall be governed by the law of the state in which The Project is to be constructed.

This Agreement is entered into as of the day and year first above written.

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Congregation President

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Independent Contractor

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**Appendix D**

**Readiness to Build Checklist**

**Determine key dates**

**\_\_\_** Earliest date excavation for foundation can commence

\_\_\_\_ Date the full Mission Builder Project Team will arrive on the jobsite

**6 months before groundbreaking**

\_\_\_\_ Mission Builder Manager takes over project from MB Director

\_\_\_\_ Conceptual drawings have been completed

\_\_\_\_ Site plan nearing completion

\_\_\_\_ Zoning and planning board have had a first look at the site plan

\_\_\_\_ Environmental impact study initiated if required.

\_\_\_\_ County/ city officials have given written approval for on-site RV parking

\_\_\_\_ Soil studies have been completed

\_\_\_\_ Funding sources have been identified

\_\_\_\_ Building Committee has been identified

**3 months before ground breaking**

\_\_\_\_ Architectural plans are completed

\_\_\_\_ Civil, Structural, and MEP drawings are completed

\_\_\_\_ Mission Builder Manager makes a site visit, meeting with building committee, architect, engineer, building suppliers, treasurer, and lead pastor. (An additional manager visit may be required in complicated re-model or attachment builds.)

\_\_\_\_ Estimates of key milestone dates in the project agreed upon

\_\_\_\_ Begin development of detailed budget and payment processes

\_\_\_\_ Finalized building plans go to local planning commission, local health department, in some states to the state including the environmental control department.

­­­­­\_\_\_\_ Contact with utility companies needed to uncover potential issues and associated costs

\_\_\_\_ Prepare the contract to be used between the church and the sub contractors (Mission Builders has an example in packet provided early on (TMB Program in depth for initial communication).

\_\_\_\_ Bid package goes out, including the draft contract

\_\_\_\_ Confirmation, Is funding in place to complete the project…

Are budget estimates are less than 6 months old?

\_\_\_\_ Building committee should be meeting every two- three weeks, may be helpful to include the Mission Builder Manager in these meetings.

**2 months before groundbreaking (Determine if project will be able to go forward)**

\_\_\_\_ Presentation to congregation on Mission Builders and the construction process

\_\_\_\_ Complete development of a detailed budget as bids are received and estimates for non bid items are obtained

\_\_\_\_ Does bid package review still allow the structure to be constructed within budget. If not, is a plan in place to make up a potential short fall?

\_\_\_\_ Notify bid package awardees

\_\_\_\_ Order specialized structural items (glu lams, trusses, structural steel, windows, specialty glass)

\_\_\_\_ Primary materials supplier identified

\_\_\_\_ Schedule utilities installation for RV’s from providers

\_\_\_\_ Verify that the permit/permits have been pulled and are paid. Determine inspection requirements from regulator and structural plans

**Ground breaking for site work and foundation work begins**

These activities may begin before Mission Builder manager arrives.

**1 month before Mission Builder crew arrives**

Mission Builder manager arrives

\_\_\_\_ Building committee meetings become weekly with Mission Builder Manager in attendance

\_\_\_\_ Volunteer coordinator, volunteer solicitation and meals process, finalized and circulated within the church

\_\_\_\_ Primary materials supplier receives 1st delivery material list and expected date for delivery

\_\_\_\_ Electrician and plumbers install underground plumbing and power for the new building, the RV-park and temporary power for building the structure

\_\_\_\_ Safety binder and materials are shipped to the site

**Two weeks before Mission Builder crew arrives**

\_\_\_\_ Footers and/or slab have been poured or are scheduled to be completed soon

\_\_\_\_ RV sites completed

\_\_\_\_ Manager and his/her spouse meets with entire building committee, pastor, and volunteer coordinator

\_\_\_\_ Materials scheduled to arrive two days before Mission Builder crew arrives

\_\_\_\_ Storage building or container for tools and materials is brought to job site. Arrangements made for delivery of portable toilet and construction waste dumpster

\_\_\_\_ Items to be supplied by the congregation are brought to the site (ladders, scaffold, power-cords)

\*Everything coming onto site must be OSHA compliant.

**Main Mission Builder crew arrives**

\_\_\_\_ Commence framing of the new structure or demo and remodel work.

During the Project

Weekly meetings with Mission Builder manager and architect to review progress, outstanding correspondence, changes, RFI’s submittals, contracts, review of required decisions and the schedule. Meetings should take place onsite, and during daylight hours.

Building Committee meetings continue weekly

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­\_\_\_\_\_\_\_\_Signature of Building Chairman/ Date

Potential answers for blanks Y, N, date of completion/ availability or probable date of completion/ availability

**Appendix E**

**Role of the Building Committee**

Responsibilities of a congregation include caring for the facilities used for worship, spiritual growth, mission activities, and fellowship. Capital improvements such as remodeling, rebuilding or renovation are involved, the building committee's work spans the entire project from a feasibility study to completion, including communication about its purpose and progress with the entire congregation.

**Committee Membership Responsibilities**

* Those called to serve on a building committee are active members who know about the church's ministries. Their familiarity with church programs and activities gives them insight into how a building project can capitalize on opportunities for growth, outreach and member service. Committee membership requires adherence to the church's bylaws and financial plan, discretion and a commitment to attend all meetings. The chair and, in his absence the co-chair, act as the group spokesperson, schedule and oversee committee meetings and represent the church before governing denominational bodies. A committee secretary takes minutes and attendance, distributes minutes, agendas and meeting reminders, and tracks information from subcommittees, while a subcommittee chairperson leads the work related to an assigned aspect of the overall project and communicates with the building committee. All members help to draft the building committee's mission statement.
* The time commitment for individuals on the Building Committee varies over the life of the project. In the few months leading up to commencement of construction it will be necessary to meet twice a month and during construction weekly meetings are usually necessary.
* Although at times, it seems that the Building Project is more of a job than an opportunity for spiritual growth. Over the 20+ years and 200+ Mission Builder projects the spiritual growth that occurs during and after the project from the Mission Builders, Building Committees, and Volunteers is the most significant benefit. Including prayer and devotions in all the meetings helps us to make sure we remember that God is present.

**Key Stages in the Building Project**

**Identifying Church Needs**

* A building committee evaluates needs that new construction, renovation or remodeling can meet to align improvements with the church vision and mission statements. The research and analysis done may include gathering input from the congregation, surveying the members to identify skills and resources they might offer and studying the impact on the neighborhood. It identifies zoning laws or ordinances that must be considered. The feasibility study also reviews the affect of the change under consideration on water, sewage and electrical systems, and potential liability for road and parking access. Some building committees contact experts in real estate, engineering and technology to complete their report.

**Planning to Address Needs**

* The building committee interviews architects, often calling in an architect to prepare preliminary plans upon which financials can be based. Cost projections, financing and the prospect of a capital campaign to raise funds all appear on the church building committee's list of duties, although a special subcommittee may be charged with pulling together the numbers. The building committee chair then reports to the congregation, which may have to approve the proposed drawings, costs and time line. Depending on the church's denomination, the chairperson also may have to present the project before a governing body for approval to proceed. Once drawings are finalized and financing arranged, the building committee chair applies for any needed permits.

**Overseeing Project Completion**

* The many details to consider in a building project, from interior decoration to outdoor signage, fall to the building committee, which often designates a subcommittee to help with the decision-making and keep the project on schedule. The secretary of each subcommittee tracks task completion and reports this to the building committee secretary who maintains a schedule checklist for the project. The building chair and co-chair serve as the points of contact for decisions and guidance needed by the architect and Mission Builders. A main part of their job entails keeping fellow committee members, church staff and the congregation informed of progress and setbacks and monitoring expenses with the church finance officers. Should costs jeopardize the budget, the building committee would agree on changes in materials or design and discuss those changes with the Mission Builder manager.
* **Building Committee Interactions With Mission Builders**
* The building committee char should act as the primary communicator between the building committee and the Mission Builder Manager. Communications are best done via e-mail with in person follow up. This process helps everyone remember who has the ball and helps to ensure timelines are kept in place. The building committee needs to go into the process understanding that they are just as responsible for the successful completion of the project as are the Mission Builders.