

1. SUBMISSION OF BIDS

- 1.1 Bids must be submitted on or before the date and time indicated in the Invitation to Bid. Late bids may not be considered.
- 1.2 If any exceptions are taken to any portion of the Invitation to Bid, the Bidder must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the bid.
- 1.3 Bidder shall carefully examine the SPECIFICATIONS, DRAWINGS, AND ADDENDA to the plans and specifications prepared by *Faulk Architects + Construction Managers*, as well as the site and all conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to complete the entire work in accordance with the above Description of Construction Services and associated documents

2. THE CONTRACT DOCUMENTS

- 2.1 By submission of a bid, Trade Contractor acknowledges that copies of Contract Documents applicable to the Scope of Work covered by this Bid Invitation have been received by the Trade Contractor during the bidding process.
- 2.2 Trade Contractor's Agreement shall consist of an agreement between the Trade Contractor and the Owner and shall consist of applicable terms and conditions (sample available at: www.faulkarchitects.com), a Purchase Order & Notice to Proceed, Construction Documents and Specifications as prepared by the Architect, along with any Addendums, the Invitation to Bidders and all revisions.
- 2.3 Supplementary Drawings may be issued for clarification or modification purposes. All documentation issued subsequent to the original document issue shall become a part of the agreement.

3. OWNER REPRESENTATIVE

- 3.1 The Trade Contractor shall be directly responsible to *Faulk Architects + Construction Managers*, acting as the Architect/Construction Manager (A/CM) and the Owner, and their designated representatives (i.e., Project Manager and/or Superintendent). The A/CM is the only authorized representative of the Owner. All instructions, correspondence, change order requests, change orders, submittals and applications for payment shall be received and processed by the A/CM.

4. TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Work stated in the Bid Invitation will be started and completed as indicated in the Contract Documents. For bidding purposes, an estimated Start/Finish date is indicated in the bidding documents.
- 4.2 The Owner and the A/CM may extend the Time to accommodate delays due to weather, change orders, or delays determined to be beyond the direct control of the Trade Contractor.
- 4.3 If the Trade Contractor fails to commence within (2) two calendar days from the "START DATE" or complete the work within (2) calendar days of the "FINISH DATE", the Trade Contractor will be subject to Liquidated damages and/or may be replaced at the Owner and A/CM's discretion.
- 4.4 Liquidated damages shall be deducted from the Trade Contractor's total contract at a rate as indicated in the Agreement (typically \$350.00 per day), not as a penalty but as liquidated damages for additional contract supervision expenses and Owner's administrative costs in obtaining the use of the Work.
- 4.5 Liquidated damages also apply to Work Progress and Execution. The Owner may assess liquidated damages and/or may replace the Trade Contractor at the Owner and A/CM's discretion.

5. BASIS OF COMPENSATION

- 5.1 The Owner shall pay the Trade Contractor for the contracted work, subject to additions or deductions authorized in writing by the Owner.
- 5.2 The Owner shall pay the Trade Contractor progress payments in accordance with the following schedule: {Note: Payments are subject to Governing Authority and Owner Inspection approvals}
 - 5.2.1 Prepaid materials upon placement of invoiced purchase order
 - 5.2.3 Invoiced materials upon delivery.
 - 5.2.4 Labor due at date of Application for Payment. {Applications for payment on Owner's form shall be received by fax or hand delivered to the CM on the Monday prior to the date of submission **1st and 15th**. (Disbursement may vary depending on the institution's processing time.)}
 - 1.2.5 A standard retainage (10% unless otherwise indicated in the Bid Invitation) shall be held by the Owner as additional security for performance of Trade Contractor's obligations and may be applied by the Owner towards payments of any back charge, offset or other amount payable by the Trade Contractor to the Owner.

6. TEMPORARY FACILITIES AND SERVICES

- 6.1 The Owner shall furnish and make available at no cost to the Trade Contractor, the following temporary facilities and services during period of scheduled work: Portable Toilet, Temporary Electricity & Water and Dumpster.
- 6.2 The Owner and A/CM are not responsible for providing security of any equipment or tools left by the Trade Contractor on site.

7. INSURANCE

- 7.1 Prior to commencement of the Work, the Trade Contractor shall provide satisfactory proof of required insurance including Workmen's Compensation (or Joint agreement to Affirm Independent Relationship), Auto Liability and General Liability (1M/250K) with a certificate issued to the Owner and the A/CM.
- 7.2 Workman's Compensation Insurance:
 - 7.2.1 Worker's Compensation must be carried at all times during the work under this contract.
 - 7.2.2 Employer's Liability limits must be at least one million dollars (\$1,000,000.00) or if the excess is covered under general liability, the employer's liability limits must be at least five hundred thousand dollars (\$500,000.00).
 - 7.2.3 Waiver of subrogation endorsement is required waiving the insured's right of subrogation against the Owner and the A/CM.
- 7.3 Auto Insurance:
 - 7.3.1 One hundred thousand dollars (\$100,000.00) combined single limit for bodily injury
 - 7.3.2 Two hundred thousand dollars (\$200,000.00) each occurrence
 - 7.3.3 Minimum of fifty thousand dollars (\$50,000.00) property damage liability each person/each occurrence for all hired and non-owned automobile coverage.
- 7.4 Commercial General Liability:
 - 7.4.1 General Liability limits required are a minimum of five hundred thousand dollars (\$500,000.00) per each occurrence, one million dollars (\$1,000,000.00) general aggregate, one million dollars (\$1,000,000.00) completed operations aggregate coverage must include an "on occurrence basis" for hazards of (i) Premises-Operations, (ii) Products and Completed Operations and Contractual Liability (which will respond to the insurance and indemnity obligations contained herein for liability including completed operations for statutory.)
 - 7.4.2 Coverage must be written on an ISO Occurrence form or its equivalent. Claims made or modified occurrence forms are not acceptable. Products/Completed Operations must be maintained in the limits specified for applicable Statute of Limitations where the work is performed.
 - 7.4.3 Coverage must include an endorsement that applies the General Aggregate limit per project.
 - 7.4.4 Owner and A/CM must be added to Trade Contractor's general liability policy by endorsement as "additional insured" per ISO form CG2010 11/85 or it's equivalent. The Trade Contractor shall further agree that coverage maintained by the Trade Contractor is primary and non-contributory to any coverage maintained by the Owner and A/CM.
 - 7.4.5 Trade Contractor and Trade Contractor's Insurers agree to waive rights of subrogation against the Owner and A/CM. The Owner and Trade Contractor shall waive all rights against each other and against the A/CM, and all other Trade Contractors for damages caused by fire or other perils to the extent covered by property insurance except such rights as they may have to the proceeds of such insurance.
- 7.5 The Owner shall provide Builder's Risk Insurance.

8. WORKING CONDITIONS

- 8.1 The Trade Contractor shall be responsible for removing all debris and residue on a DAILY BASIS, produced by his work and staff's activities, to the dumpster provided by the Owner. The Trade Contractor shall keep the project site in a safe condition in accordance with OSHA regulations. All work and equipment shall be properly secured and stored. If the A/CM determines that the Trade Contractor is not complying with these requirements, a field order shall be given by the A/CM. If the order is not complied within 24 hours, the A/CM shall order cleanup and deduct the cost from the Trade Contractor's Lump Sum.

9. WORKING HOURS

- 9.1 Normal working hours: Monday – Friday 7:00 am to 6:00 pm, Saturday- 8:00 am – 5:00 pm & Sunday – no work unless authorized by the A/CM and Owner.

10. EXECUTIONS AND PROGRESS OF THE WORK

- 10.1 The Trade Contractor shall provide upon commencement of the work, the Name of the Trade Contractor's foreman or project representative. The designated person shall be the primary contact for direction and interaction with the Owner and A/CM. An alternate contact person shall also be named.

10.2 The Trade Contractor shall cooperate with the A/CM in scheduling and performing the work to avoid conflict or interference with the work of others.

10.3 The Owner's or A/CM equipment shall not be available for Trade Contractor's use.

11 REGULATIONS, LAWS, PERMITS, FEES, AND NOTICES

11.1 The Trade Contractor shall issue notices and comply with all regulatory requirements, laws, ordinances and rules affecting the performance of the Work under this agreement.

11.2 Trade Contractor shall pay for and secure all permits and Governing Authority fees, licenses and inspections for the proper and expeditious performance and completion of the Work not previously secured and paid for by the Owner and the A/CM.

11.3 The Trade Contractor shall be responsible for compliance with all Federal, State, Local Laws, Social Security and Workmen's Compensation acts insofar as applicable to the performance of this agreement.

12 WORK BY OTHERS

12.1 Trade Contractor shall take precautions to protect the work of other trades from damage that might be caused by his operations. The Owner and the A/CM retain the authority to impose liquidated damages (\$350/day unless otherwise indicated in the Bid Invitation) for work that has been damaged if the Trade Contractor has not repaired or replaced the damaged work.

13 SAFETY PRECAUTIONS AND PROCEDURES

13.1 The Trade Contractor shall take all reasonable safety precautions during the performance of his work, shall comply with all applicable laws, ordinances, regulations and orders of public authority for the safety of persons and/or property.

14 CLEANUP

14.1 Trade Contractor shall keep all areas of the work and adjacent lay down areas free from accumulation of debris and material waste resulting from the operations of this agreement and dispose of in an appropriate container on a daily basis. Completion of the work will require a complete cleanup of the entire area by the Trade Contractor of work for other trades to commence their work.

15 WARRANTY AND AS-BUILT RECORD DOCUMENTS

15.1 Warranty for labor and materials shall be for a period of (1) one year from Final acceptance of the work except for manufacturer's extended warranties (i.e., air conditioning condensing unit-5 year). The Trade Contractor warrants to the Owner and the A/CM that all materials and equipment furnished and installed is new and free of defects. All work performed shall be of good quality, free from workmanship defects and installed in conformance with all applicable governing authority regulations and the requirements of the Contract Documents. Warranty shall be provided in writing. A written Service Maintenance Contract Proposal for equipment may be presented for Owner's approval at the end of the project.

15.2 Trade Contractor shall also present AS-BUILT drawings to the A/CM prior to final Application for Payment. A set of redlined drawings or clear and legible copy of documents used during construction will be acceptable as Record Drawings.

16 CHANGES IN THE WORK

16.1 Trade Contractor shall make all claims in writing in the form of a Change Order, numbered sequentially and outlining specific reason for change, cost and time extension. All Change Orders shall be submitted to the A/CM. Owner shall review and approve Change Order work prior to commencement of the work. Night and weekend work shall not be compensated as an extra. Trade Contractor shall notify A/CM of intention to work at night or on weekends prior to commencing the work and receive approval.