

# Part 1: General Conditions

## Parking Garage Elevator Storefront Enclosure

### ARTICLE 1 – BIDDER’S REPRESENTATIONS

- 1.01 *Representations:* It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bid Documents, and any data and reference items identified in the Documents.
  - B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Become familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available.
  - E. Consider the information known to Bidder itself; information and observations obtained from visits to the Site; the bid Documents; and the Site-related reports and drawings (if any) identified.
  - F. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the RFP Documents.

### ARTICLE 2 – EXAMINATION OF SITE AND SITE-RELATED DOCUMENTS; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 2.01 *Site and Other Areas*
- A. The Site is identified in the Documents. Any additional lands required for storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 2.02 *Site Visit and Testing by Bidders*
- A. Bidder shall conduct the required site visit during normal working hours and shall not disturb any ongoing operations at the Site.
  - B. On request, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing

operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

### **ARTICLE 3 – BASIC WORK SCOPE**

#### **3.01** *Scope of services*

- A. The project scope includes the enclosure of the elevator area in the Danville Parking Garage as shown in the construction drawings.
- B. Contractor shall access the site from Walnut Street. Additional access into the property from Third Street by City Permit only and is restricted.
- C. It is the responsibility of and requirement for the contractor to provide site security during construction. This includes the responsibility of preventing loose debris and trash from leaving the site. Any off-site clean-up necessary is the responsibility of Contractor at no additional cost.

### **ARTICLE 4 – LIQUIDATED DAMAGES**

#### **4.01** *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### **4.02** *Late Completion*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  1. Substantial Completion: Contractor shall pay Owner \$250 for each day that expires after the allowed Construction time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

## **ARTICLE 5 – FORMAL REQUIREMENTS**

### **5.01 *Bid Execution Requirements***

- A. All names shall be printed in ink below the signatures.
- B. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- C. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

## **ARTICLE 6 – MODIFICATION AND WITHDRAWAL OF BID**

- 6.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bid.
- 6.02 If a Bidder wishes to modify its Bid prior to opening, Bidder must withdraw its initial submittal in the manner specified in Paragraph 7.01 and submit a new Bid prior to the date and time for the Bid Opening.

## **ARTICLE 7 – AWARD OF CONTRACT**

- 7.01 If the Contract is awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project, and pursuant to the procedures set forth in this solicitation.
- 7.02 If the contract is awarded, Owner will give Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

## **ARTICLE 8 – BID COMPENSATION**

- 8.01 Owner will not compensate unsuccessful Bidders submitting Bids.
- 8.02 Should a Contract not be awarded through no fault of the apparent Successful Bidder, and is not rebid, the Owner will not compensate apparent Successful Bidder.

## **ARTICLE 9 – BONDS & INSURANCE CONDITIONS**

### **9.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable

Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

9.02 The Contractor will not be permitted to commence work until he has obtained all insurance required by these documents and such insurance has been approved by the OWNER, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required has been so obtained and approved. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the Work.

Such insurance shall be secured from an insurance company authorized to write casualty insurance in the state where the Work is located and shall protect the Contractor, his subcontractors, and the OWNER from claims of bodily injury, death, property damage, fire and other risks set out herein.

Each policy of insurance covering the Contractor's operations under the Contract shall provide either in the body of the policy, or by appropriate endorsement (rider) to the policy, that such policy cannot be altered or canceled in less than ten (10) consecutive calendar days after the mailing of written notice of such alteration or cancellation to the OWNER (insured) or not less than five (5) consecutive calendar days after actual receipt by the OWNER (insured), of written notice of such pending alteration or cancellation.

Certificates of Insurance coverage shall include a statement of alteration or cancellation provisions of the policy, sufficient to show definitely that such provisions comply with the requirements stated herein.

9.03 The Contractor shall take out and maintain during the life of this Contract, Workmen's Compensation Insurance, as required by statute, for all of his employees employed at the site of the Project, and in case any work is sublet, for all the subcontractor's employees not otherwise insured. In case any class of employees engaged in hazardous work under

this Contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide adequate coverage for the protection of the employees not otherwise protected.

- 9.04 The Contractor shall take out and maintain during the life of this Contract such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages because of bodily injury, including accidental death and from claims for property damages, which may arise from operations under this Contract, whether such operations be by him or by any subcontractor, or by anyone directly or indirectly employed by either of them.
- 9.05 The minimum amounts of insurance to be furnished by and for the Contractor and the subcontractors, and for the OWNER as a named insured, under this Contract are:
- A. Workmen's Compensation:
    - 1. Applicable state statutes.
    - 2. Employers Liability = \$100,000 limit of liability.
  - B. Commercial General Liability:
    - 1. Coverage A - Bodily Injury Liability and Property Damage:
      - a. General Policy Aggregate = \$1,000,000.
      - b. Products - Completed Operations Aggregate = \$1,000,000.
      - c. Each Occurrence = \$500,000.
    - 2. Coverage B - Personal and Advertising Injury Liability = \$1,000,000
  - C. Comprehensive Automobile Liability:
    - 1. Bodily Injury Liability:
      - a. \$500,000 each person.
      - b. \$1,000,000 each accident.
    - 2. Property Damage Liability: \$100,000 each accident or a combined single limit of \$500,000.
- 9.06 The Contractor shall furnish the OWNER and the Engineer with satisfactory proof of carriage of the insurance required by submitting completed Insurance Certificates.
- 9.07 The Contractor shall indemnify and save harmless the OWNER and all of their officers, agents and employees, from all claims, damages, losses and expenses including attorneys' fees of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials used on Construction or by or on account of any act or omission, neglect, or misconduct of the said Contractor or by or on account of any claims

or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under any law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the OWNER may be retained for the use of the OWNER, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the OWNER. Contractor shall purchase public liability, workers compensation and automobile liability insurance, for OWNER'S protection in the amounts set forth.

- 9.08 In any and all claims against the OWNER or any of their agents or employees, by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

#### **ARTICLE 10 – THE FORM OF AGREEMENT**

- 10.01 *to be provided by owner.*

#### **ARTICLE 11 – CONTRACTOR RESPONSIBILITIES**

##### *15.02 Supervision and Superintendence of Construction*

- A. Contractor shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction.
- B. At all times during the progress, the Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

##### *11.02 Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, and in the absence of any Laws or Regulations to the contrary, Contractor may perform the Work during regular City business hours and on regular work days of the week. Contractor may not perform the Work on legal holidays as designated by the City. Contractor may perform the Work after regular business

hours with permission however overtime will be restricted to 8pm at which time all activities must cease. Saturday work may be permitted upon request. Potential Saturday hours will be restricted to between 8am and 4pm.

#### 11.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall furnish or cause to be furnished and assume full responsibility for all services, materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

#### 11.04 *Permits and Utility Charges*

- A. The Contract Documents allocate responsibility for obtaining and paying for specified permits, licenses, certificates of occupancy, and approvals of governmental authorities having jurisdiction over the Work. Each party shall assist the other, when necessary, in obtaining such permits, licenses, certificates, and approvals.

#### 11.05 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Contractor and all subcontractors are required to maintain a current City of Danville Business license during project.

#### 11.06 *Laws and Regulations*

- A. Contractor shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.
- C. Changes in Laws or Regulations that occur after the date on which the Contractor committed to the Contract Price (whether by negotiation or making an offer or Bid) and affect the cost or time of performance shall be the subject of an equitable change in Contract Price or Contract Times.

## **ARTICLE 12 – PAYMENTS TO CONTRACTOR; COMPLETION**

### **12.01 *Progress Payments***

- A. *Basis for Progress Payments:* The Schedule of Values established will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed. Progress Payments shall be made on a monthly basis to be coordinated at the Pre-Construction meeting.

12.02 *Final Payment and Acceptance:* If Owner is satisfied that the Work has been completed including punch-list items identified after substantial completion has been established and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will, within 10 days after receipt of the final Application for Payment, give written notice to Contractor that the Work is acceptable. Otherwise, Owner will return the Application to Contractor, indicating in writing the reasons for refusing to process final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.

12.03 *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment.

## **ARTICLE 13 – SUSPENSION OF WORK AND TERMINATION**

### **13.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor, which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

### **13.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events justifies termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the progress schedule as duly adjusted).
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
  3. Contractor's violation in any substantial way of provisions of the Contract Documents.

13.03 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, Owner fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.A. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may upon 7 days' written notice to Owner stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from obtaining an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping Work as permitted by this paragraph.