

IV. SCOPE OF SERVICES

If you are the successful Bidder, the scope of services shall require execution of AIA A101-Owner\Contractor Agreement, Stipulated Sum. Work shall be in accordance with AIA Form A-201 General Conditions of the Contract for Construction attached hereto. Your scope of service shall also include the following items. The listing of these items as an omission or exclusion on your proposal shall NOT relieve the performance of the required services as a part of the stipulated sum base contract.

1. Full-time site supervision and construction management of day-to-day operations and schedules including but not limited to weekly project meetings, as well as establishing and coordinating meetings with subcontractors to expedite the construction process as required.
2. Project expediting and administration to assure proper scheduling of trades, materials and supplies. Identification of any long lead items and pre-purchasing of same as required to meet project schedules. Preparation of guarantees and operation documents and commissioning of all systems and components with the Owner prior to final completion.
3. Obtaining all necessary permits required of jurisdictions having approval over the project, including but not limited to environmental tests (asbestos), filing of all work types for approval (except in city where OT work type is filed by others), payment of all fees, pulling of all permits (including OT work type and equipment use permits in city), securing inspections (except in city where contractor shall retain RA/PE acceptable to Owner to conduct all controlled inspections for all work types and retain licensed tradespersons to self-certify applicable work) and approval of all work and securing final approval of the work by certificate of occupancy (except in city where a letter of completion issued by the Department of Buildings may suffice for Alteration Type II projects).

V. TIME

- A. Time is of the essence, but shall not give rise to any claim for non-workmanlike performance or quality other than a "first-class" installation. Critical dates are as follows:
 - Start construction no later than or about **DATE** with all major trades, long lead items, etc. and finish on accelerated schedule as soon as possible.
- B. Completion of all punch list work, if any, must be performed no later than thirty (30) days after substantial completion. Failure to achieve final completion by this period may result in a forfeiture of retainage.
- C. Provide Gantt schedule for entire project breakdown by all trades including required time for permit approvals, shop drawing turnaround, and all "NIC" trades.

VI. CONTRACT INFORMATION

- A. See Part IV Scope of Services.
- B. General Requirements:
 - B.1 By making and submitting a Bid Proposal, the Bidder represents:
 - a. That they have carefully examined and understands the Bidding Documents, and his Bid is made in accordance therewith.
 - b. That the Bidder has visited the site of the proposed Work, is fully familiar with local conditions and other conditions and regulations where the Work will be performed,

and has correlated his observations with the requirements of the proposed Contract Documents and has included such requirements in his Bid.

- c. That the Bidder has utilized complete sets of Bidding Documents in preparing Bids; neither **Client** nor the Design Firm and its Consultants shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- d. That the Bidder has included all sums to cover the cost of the Work and any portion thereof, including all fees, coordination fees, overtime, shipping, freight, delivery, and other added sums as required and specified within the Bidding and Contract Documents. After the execution of the Contract Agreement, no consideration will be given to any claim of misunderstanding of Bidding and Contract Documents.

The submission of a Bid will be construed as evidence that such examinations and stipulations in the Bidding Documents have been made and that all amounts/costs for performing the proposed Work or portions thereof are included. Any later claims for labor, equipment, materials, fees, or for any difficulties encountered on any item stipulated in the Bidding Documents shall not be recognized.

- B.2 Bidders shall promptly notify The Design Firm, and **Client** of any ambiguities, inconsistencies, errors, or discrepancies in, or omissions from the Bidding and Contract Documents. Any clarifications or interpretations required shall be requested in writing at least five (5) calendar days prior to the date for receipt of Bid. In addition:
- a. The Owner and The Design Firm along with their Consultants shall be the sole judges of the interpretations of the Bidding and Contract Documents.
 - b. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes in the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued, and he will acknowledge their receipt in his Bid.
 - c. In all cases where a discrepancy between items, description and model number, assemblies, details, engineering vs. architectural coordination, and between drawings and specifications exist, the Contractor shall include in his bid price, the more expensive nature. This shall hold true of all work throughout the entire course of the work.
 - d. **Substitutions:**
 1. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
 2. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by The Design Firm at least five (5) days prior to the date for receipt of Bids.
 3. Approval or disapproval of requested substitution is by The Design Firm, any decision will be final. If The Design Firm approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum.
 4. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.