

- B.3 All other work shall be considered as occurring in normal working hours. Bidder shall identify any additional expected overtime costs as a separate line added cost in his Bid, stating the scope and nature of each such costs.
- B.4 The Bidders will include in his Bid all costs (including overtime) for removal, new installation and reinstallation work for any plumbing, ceiling (take-down and reinstallation), electrical or telecommunication work, mechanical work, or other work under his Scope of Work included in the Bidding Documents that is required on the vacant, or occupied and operational floors above, below, or adjacent to the Demised Areas.
- B.5 Bidders will include in his Bid a listing of all Insurance Certifications, Bonds, Release of Liens, or other requirements per the Owner's Lease Agreement with the Landlord/Building Owner. Procurement of same will be required by the time of Contract and Agreement. Costs of such items shall be included in the Base Bid sums of this Bid submittal.
- B.6 The Bidders will include as part of his Bid any costs stipulated in the Bidding Documents that pertain to filing, controlled inspections, etc. as set forth in the drawings and section IV.3 of this RFP.
- C. The General Contractor shall conform with all Building Rules and Regulations.
- D. The General Contractor shall comply with all obligations from Tenant's Lease related to alteration as attached to this RFP. Proposals must include all costs reflecting insurance requirements, delivery hours, etc. as specified in lease or Rules and Regulations.
- E. No hazardous materials, as in the case if asbestos is present, will be utilized/installed in this work.
- F. All invoices shall be subject to retainage of ten percent (10%) to be released upon final completion of the work as provided for in the Contract Documents.

VII. INSURANCE

Upon signing of the Construction Contract, the General Contractor shall furnish to **Client** and The Design Firm certificates evidencing the existence of the following:

- A. Workmen's compensation insurance covering all persons employed for such work and with respect to whom death or bodily injury claims could be asserted against Landlord, **Client** and The Design Firm, or the demised premises.
- B. General liability insurance naming Landlord, its designees, and **Client** and The Design Firm. as insured, with limits of not less than \$3,000,000.00 in the event of bodily injury to any number of persons in any one occurrence, and with limits of not less than \$500,000.00 for property damage. The General Contractor, at its sole cost and expense, shall cause all such insurance to be maintained at all times when the work to be performed for or by Owner is in progress. All such insurance shall be for company authorized to do business in New York, and all policies, or certificates therefore, issued by the insurer and bearing negotiations as evidencing the payment of premiums, shall be delivered to the Owner.
- C. Contractor's Insurance: The contractor shall secure, pay for and maintain until all work is completed, such insurance as will protect him and **Client** and The Design Firm. from claims under Workmen's Compensation Acts, Workmen's Occupational Diseases Act, and from any other claims from damages to property or for bodily injury, including death, which may arise from operations under this contract whether such operations be by this contractor or anyone directly employed by either of them. Such insurance shall cover all contractual obligations which the contractor has assumed including the "Indemnification of Owner" agreement.

- D. Indemnification of **Client** and The Design Firm.: The contractor shall defend any and all suits brought against **Client** and The Design Firm, by any employee or other person (whether employed by the contractor or not) for damage or property and/or injury to persons (including death) alleged or claimed to have been caused by or through the performance by the contractor of the work, and shall indemnify and hold harmless **Client** and The Design Firm, Inc. from and against all claim or claims arising out of the work performed by the contractor; also, the contractor shall pay, liquidate and discharge any and all claims or demands for bodily injury (including death) and/or loss of or damage to any and all property caused by, growing out of or incidental to the performance of the work performed by the contractor, including damage to the building and other property of the owner and including all damages for the obstruction of private driveways, streets, alleys and all cost and expenses of suits and reasonable attorney's fees. In the event of any such injury (including death) loss or damage (or claim or claims therefore) the contractor shall give immediate notice thereof to **Client** and The Design Firm. Insurance required above, A., B., C., shall be maintained continuously during work. Certificates shall provide for notices of cancellation of not less than 90 days. Indemnification, above D., shall survive the completion of work.

VIII. SUBMISSION OF PROPOSALS

The following submission requirements shall strictly be adhered to. Due to time constraints., if proposals are not submitted exactly as indicated, proposal will be rejected. No exceptions will be made.

- A. Proposals shall be submitted on company letterhead and signed by an authorized representative.
- B. Proposals shall be submitted in the exact format per Article III of this RFP.
- C. No telephone, telegraphic or unsealed proposals will be accepted.
- D. Provide five (5) relevant projects completed within the past three (3) years including base contract value of approved change orders and client contacts (name, address, telephone).
- E. List of Project Team Members and their qualifications to be included.
- F. The Owner reserves the right to reject, with or without cause, any or all proposals submitted, to waive any formalities therein, or to accept any proposal where it may appear to be in the Owner's best interest to do so. The cost of Contractor's bid proposal submission is to be borne by Contractor regardless if the proposal is accepted, cancelled or rejected.
- G. Delivery - Sealed proposal (Labeled Bid Enclosed) shall be delivered no later than **Date at 4:00 PM**.

Attention:
Client Contact,
Client Title
Client Name
Client Address
City, State, Zip Code

Provide a copy in sealed envelope (Labeled Bid Enclosed) at the same time to:

The Design Firm Name
Address
City, State, Zip Code

Late or incomplete proposals will be rejected. All proposals shall be binding for a ninety-day period after submission.

- F. For all inquiries, information, clarifications and visits to the site, etc., contact **Name** at (phone number).

END OF RFP