

# BID FORM

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CONTRACTOR  
(Name , Address, Zip Code & Phone)

OWNER  
(Name, Address, Zip Code & Phone)

License No.            Project No.

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Project  
(Name, Description, Address or Location)

LENDER, if applicable  
(Name, Mailing Address & Zip Code)

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Project (Legal Description or address)

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Other Contract Documents ( identify all plans, specifications, addendums, etc.)

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Work Involved

Commencement of Work

Upon \_\_\_\_\_ days notice from Owner within \_\_\_\_\_ days of acceptance.  
 Other

Completion of Work

within \_\_\_\_\_ days commencement of work  
 Other

Final Contract Price

\$ \_\_\_\_\_

Initial Payment

\$ \_\_\_\_\_ total with \$ \_\_\_\_\_ credited to owner on each Application for Payment until fully credited.

Progress Payments

Less a \_\_\_% retention to be paid within \_\_\_\_\_ days of Application for Work Completed

Final Payment

Including any retention to be paid within \_\_\_\_\_ days of Notice of Completion by the \_\_\_\_\_ day of month and Application for Final Payment

Termination of Proposal

Date Proposal Prepared

Warranty Period on \_\_\_\_\_ if not accepted before \_\_\_\_\_ years from completion.

Additional Provisions

Instructions: Contractor completes and executes three copies and delivers two to Owner. Owner accepts proposal by executing and returning one copy to contractor before proposal termination date.

Proposal by Contractor

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Signature Title Date

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Signature Title Date

Acceptance by Owner

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Signature Title Date

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Signature Title Date

## STANDARD PROVISIONS

1. Subcontractors. Contractor at his discretion may delegate any portion of the work by Subcontractor with responsible Subcontractors but such delegation shall not relieve Contractor of full responsibility for the work. Any corresponding subcontract shall require the Subcontractor to be bound to the full terms of this Contract to the extent of his work, and it shall allow the Subcontractor the benefit of the same rights and remedies afforded the Contractor by this Contract.
2. Work Involved. All work will be performed, in a workmanlike fashion according to the plans and specifications identified.
3. Time of Commencement and Substantial Completion. The work shall be convened and, subject to adjustments, substantially completed within the time limits given on the reverse side but Contractor shall not be penalized for Acts of God, strikes, shortages of critical materials and other delays beyond his control. Upon notice by the Contractor of substantial completion of the Project the owner's representative shall tour the project with the contractor and provide contractor with a " Final Punch List " by which the contractor can fully complete his work. Items not included in this Punch List shall be treated as Warranty Work, more Fully discussed below.
4. Warranty Work. Contractor warrants to owner that all materials and equipment incorporated into the project will be new unless otherwise specified, and further warrants, all materials and workmanship for the warranty work, which is not part of a subsidiary warranty form a materialman or subcontractor, will be done at full cost to owner.
5. Initial Payment. The initial payment shall be paid by Owner to Contractor prior to commencement or work and shall be used for acquisition of materials and site setup. Contractor shall partially credit owner for such initial payment in each application for payment in the amount shown, until the initial payment is fully credited.
6. Progress Payments. The Owner shall make the monthly progress payments less the given retention to Contractor for all unpaid work completed though the given day of each month based upon an Application for Payment submitted by Contractor. Such progress payments shall be made within given number of days or the receipt of such Application. If for any reason, any such progress payment is not received in full within such time Contractor shall have the right to cease work immediately sending written notice to Owner and to initiate any applicable legal proceedings to collect the amount due together with interest at 10% per annum.
7. Final Payment. All amounts held in retention together with any other unpaid portion of the contract or change orders shall be paid to the Contractor within the given number of days of Contractor's notification to Owner that the work is complete.
8. Effect of Final Payment. The making or the final payment shall constitute a waiver of all claims by Owner except those arising from unsettled liens, from failure of work, to comply with requirements of Contract documents, or from faulty or defective work appearing after standard completion or identified in the final punch list. In like manner, acceptance of final payment by Contractor constitutes a waiver of all claims not previously made to Owner in writing or identified as unsettled in the application for the final payment.
9. Conditions to Progress and Final Payments. Neither progress nor final payments from Owner to Contractor are conditioned upon receipt by Owner of corresponding draws from Owner's Lender. Owner may condition any progress or final payments to Contractor upon receipt from Contractor or appropriate lien waivers themselves conditioned upon receipt of the monies applied for.
10. Surveys, Legal Descriptions and Easements. Owner shall furnish all surveys and legal descriptions of the project, and Owner shall secure and pay for all necessary approvals, easements and charges required for use of occupancy of the project.
11. Professional Fees. Owner shall pay for all real estate fees, financing charges, accounting fees, legal fees, design fees, and engineering fees involved in the acquisition and development of land underlying the project as well as the construction of the project itself.
12. Liability and Property Insurance. Owner shall purchase and maintain both liability insurance for his own liability, and property insurance for the entire project; this property insurance shall include "all risk" coverage for theft and vandalism as well as the standard casualty coverage for fire and flood.
13. Supervision, Safety and Insurance. Contractor shall be responsible for all supervision and coordination of the work and for all responsible precautions needed to carry out such work in a manner safe for both the project and all person involved therein. Contractor shall secure and maintain all liability and Workmen's Compensation Insurance necessary for the work or himself and his subcontractors. If this Contract is performed as "cost plus" Contract all such supervision and insurance costs will be treated as job costs.
14. Administrative and Job Overhead Items. The following administrative and job overhead items are to be absorbed by the Contractor in a fixed fee contract and to be treated as job costs in a cost-plus contract: Office overhead directly related to the project, construction schedules and project record documents, job storage and protection of job materials, as well as maintenance, replacement and rental or tools and equipment.
15. Construction Permits and Sales Taxes. Contractor shall comply with all laws, ordinances and regulations effecting construction of the project, and shall secure any pay for all necessary building and construction permits, and shall pay all sales taxes arising from the construction of the project. If this Contract is performed as "cost plus" contract in lieu of a fixed fee contract all such taxes and fees shall be treated as part of the job costs.
16. Legal Remedies. This Contract shall be governed by the laws of the State of \_\_\_\_\_ and all applicable \_\_\_\_\_ case law. All of the remedies available under those laws shall be available to the parties of the Contract. At the option of either party any dispute arising hereunder may be submitted to arbitration. The prevailing party in any dispute arising will be awarded attorney's fees, arbitration and court costs as the court deems fair.
17. Assignment. This Contract may not be assigned by either party without the other party's written consent.
18. Modifications. All modifications to this Contract shall be in writing by change orders, purchase orders or similar documents signed by agents of both Owner and Contractor.
19. Notice of Completion. Should Owner for any reason record a Notice of Completion which operates to shorten the lien period he shall immediately notify Contractor of the Notice, and deliver a copy of that Notice to Contractor.
20. Acceptance. This Contract shall be executed in duplicate; Owner and Contractor shall each retain one of the original duplicates. This Contract is complete and binding when properly executed as indicated on reverse side.