

GENERAL REQUIREMENTS – CONTRACTS

Draft Example for Association Consideration

1. Bid Prices

Prices quoted, unless otherwise specified, are lump sum prices covering the total cost of each project and are to include but not necessarily be limited to transportation, taxes, insurance, labor, and disposal of construction waste, equipment and materials and all additional costs of performing this work. If applicable, unit prices and/or hourly prices shall be separately shown on any invoices accompanied by a brief description of the work performed. Material cost will be supported by copies of invoices incurred by the contractor. All prices agreed upon in writing by the parties shall remain unchanged during the term of the contract.

2. Definitions

As used hereafter:

- a) ABC CONDOMINIUM ASSOCIATIONS are governed by their Boards of Directors and are asking for your proposal through their managing agent: Imagineers, LLC. Hereafter, the terms ABC CONDOMINIUM ASSOCIATION, Owner and Imagineers, LLC are used interchangeably for clarity purposes only.
- b) Contractor shall be defined as the entity selected to perform the work and shall include all employees of the company as well as any subcontractors employed by the Contractor. The terms Contractor and contractor are used interchangeably hereafter.
- c) "Contract" shall be defined as the "approved" bid document, "approved" request for proposal document and/or authorization letter signed by the Owner's authorized agent sent to the contractor to perform the work specified. In the event of any conflicting conditions and/or terms between the various documents pertaining to the work specified under the extant contract, the bid/proposal document shall supersede any conflicting terms of these "general requirements".

3. General Requirements

- a) Contractor shall provide the labor, equipment and material necessary to perform all preparation and work in accordance with approved industry standards.
- b) Contractor shall not assign any part of this contract to a subcontractor without the prior written approval of the Owner.
- c) No work should be performed before the Contractor receives written authorization to proceed via signed contract and/or authorization letter signed by the Owner's authorized agent. Said authorization cannot be issued until the requisite evidence of Contractor insurance is received by the Owner (see below).
- d) This contract, between the Owner and Contractor, shall be legally binding between these parties and is revocable within 60 business days of the date and time of signing. In the event disagreements may ensue between the Owner and Contractor, then these parties agree to attempt to resolve all such disagreements first between themselves and, failing such, agree to settle unresolved conflicts through legal arbitration as defined by Chapter 909 of the Connecticut General Statutes.
- e) The Contractor shall maintain all necessary licenses as may be required to perform the work specified under this contract and, upon request, must produce a copy of said licenses to the Owner.
- f) The Contractor shall obtain any and all permits that may be required for this work and shall be responsible to contact any and all utilities including such entities as "Call Before You Dig" as may be required prior to construction.
- g) Contractor shall conform to any and all federal, state or local laws, ordinances or other legal requirements as they may pertain to the performance of work under the term of this contract. This would include but not necessarily be limited to the storage and/or the disposal of materials, application of materials, safety precautions including workplace safety and environmental hazard requirements. Contractor assumes sole responsibility for any breach of law and the consequences thereof.
- h) During construction, it shall be the responsibility of the Contractor to be sure that vehicle and/or pedestrian traffic shall not be obstructed during construction work and any and all measures necessary shall be taken by the contractor to protect the public from dangers of the worksite.

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- i) Storage: Contractor may store equipment on site only after receiving management approval. All equipment shall be stored in an orderly manner. Owner shall not be responsible for loss or damage to contractor materials so stored.

3. General Requirements (con't)

- j) Working Schedule:
- “Normal” or “routine “ work will be limited to Monday through Fridays from 8:00 AM through 5:00PM, excluding legal holidays, unless contractor obtains written permission from the Association. Any work performed during such hours, if applicable, shall be billed at the agreed rate for normal work.
 - “Emergency” work, as defined by contract, shall not require pre-notification and/or Association permission and shall be construed as those hours outside those “routine hours” defined above unless otherwise specified by contract.
 - Contractor must make every reasonable effort to minimize noise at all times.
 - All work shall commence no later than immediately and shall be completed to Owner’s satisfaction within 90 days of the date of the signed agreement unless otherwise specified in the contract.
 - Contractor shall provide minimum 72-hour notice to the manager prior to commencement of any operations involving the handling of any hazardous materials as defined by EPA, DEP and/or health authorities. If applicable, contractor shall:
 - *provide MDS on all pesticides to property manager at least 3 days prior to application and shall provide DEP. required postings at the site;
 - *cause to have work areas tested for the presence of asbestos or other hazardous materials that require special handling techniques and shall report the presence of such hazardous materials to the Association prior to the commence of any work;
 - *provide the Association with at least 3 days notice if utilities to the units and/or common areas are to be disrupted in any way - this would include but not necessarily be limited to water, electricity, elevators, HVAC systems, pedestrian or vehicular travel, etc..
- j) Any operation that damages cars, trees, shrubbery, flowers, furniture or other personal effects of homeowners, visitors, or Association shall be repaired to the satisfaction of the owner or the items replaced to the satisfaction of the owner by the Contractor. Furthermore, Contractor agrees to do complete clean up after work and restore all areas to their original condition.
- k) Contractor shall be responsible to remove any and all debris unless otherwise specified in the contract. Owner will supply Dumpster, at contractor’s cost, upon request only.

4. Insurance

- a) The Contractor shall carry all necessary Worker’s Compensation Insurance and employers’ liability to cover all those employed by the Contractor in the performance of his duties under this contract.
- b) The Contractor shall carry Manufacturer’s and/or Contractor’s Public Liability Insurance including completed operations with minimum limits of \$1,000,000/\$2,000,000. Such policies, in addition to insuring the Contractor and his subcontractors, shall protect the Owner and the Owner’s managing agent from claims for property damage, personal injury or death that may occur during or result from operations performed by the contractor under this contract. Such insurance shall also be in place for all equipment used in fulfilling the terms of this contract with a \$1,000,000 minimum single limit liability for Vehicles that require DMV license.

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- c) In the event that Owner shall be named in any litigation arising out of operations of the Contractor, the Contractor hereby agrees to reimburse Owner for any and all costs incurred with respect to the litigation including but not necessarily limited to lawyers fees, court costs and expenses.
- d) For projects in excess of \$5000, Contractor shall supply to Owner a Certificate of Insurance naming the actual corporate name of the Owner as an additional insured on a primary basis and Imagineers as an additional insured. On projects of \$5000 or less, shall provide evidence of insurance in the form of a Certificate of Insurance with the corporate name of the Owner listed as a certificate holder.
- e) The cost of supplying insurance to be included in bid.

5. Designated Supervisors

The Owners and Contractor both agree to appoint one supervisor each (and one alternate each) for the duration of this project. The supervisors for both parties shall be given full authority for this project and shall act as spokesmen for their respective parties throughout the term of the contract.

6. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner and its managing agents against any claims, charges, losses and expenses, including legal fees arising out of or resulting from contracted work to the extent caused in whole or in part by the Contractor or anyone directly or indirectly employed by the Contractor.

6. Termination Clause

The Owner retains the right to terminate this contract if Contractor fails to correct problems reported by the Owner within (5) five working days or if Owner feels the work is not being done in a satisfactory manner according to the specifications. The Contractor agrees to provide 30 days notice prior to the termination of contract.

7. Payment

Payments shall not be made until invoices are received and all work is completed to the satisfaction of and accepted by the Owner. Invoices must delineate specific services rendered as well list the building #, unit # and phase # where the work has been done and be sent to:

ABC CONDOMINIUM ASSOCIATION
C/o Imagineers, LLC
635 Farmington Ave
Hartford, CT 06105

Designated supervisors for heating: Name Here and Imagineers "on call"
Contact Numbers: List Here

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