

Standard Contract

First Unitarian Congregational Society in Brooklyn

Approved by the Board of Trustees April 8, 2021

I. Introduction

This Standard Contract has four parts:

- I. This **Introduction**.
- II. The **Specifications** for the current project.
- III. The **Bid Process**. The Contractor's written bid must respond to the Specifications and provide pricing at the level of detail requested in the Bid Form.
- IV. **Terms and Conditions** which apply to all contracts of this type. The Contractor's written bid must state that the Contractor accepts these Terms and Conditions.

The Congregation

The First Unitarian Congregational Society in Brooklyn ("First Unitarian") is a vibrant religious congregation of over 250 members from across Brooklyn and beyond. Our physical campus consists of four adjoined buildings at the corner of Pierrepont Street and Monroe Place in Brooklyn Heights. The campus centers on our Sanctuary (119 Pierrepont Street), our main house of worship that was designed by noted architect Minard Lafever and built in 1844. Adjoining the Sanctuary are three other buildings, also built in the 19th century: the one-story Donald McKinney Chapel (121 Pierrepont Street), and two multi-story brownstones, 48 and 50 Monroe Place, which contain offices, classrooms, meetings rooms, and apartments.

First Unitarian is in the midst of a multi-year program of maintenance and upgrades to all four buildings, to keep them in good working order, preserve their historic beauty, increase their utility to our growing congregation and community groups, and make them more ecological. The current project is part of that ongoing program.

First Unitarian is recognized by the IRS as a 501(c)(3) not-for-profit religious organization, and as such is exempt from federal, state and local sales and use taxes.

Invitation to Bidders

First Unitarian is inviting bids for the following project: **[Project Name]**

First Unitarian invites interested contractors to:

- Read this Standard Contract, which describe the project and the contracting process
- Request a further discussion of the project or an in-person visit to the site by contacting our Project Manager for this work: **[Name of Project Manager]** at **[Phone Number]** or **[email address]**
- Submit a written bid following the instructions in this Standard Contract by **[date]**

First Unitarian intends to communicate the same information about the project to all bidders. Therefore First Unitarian may share with all bidders the answers our Project Manager gives to questions any bidder may ask.

II. Specifications

In the current project, First Unitarian is inviting contractors to bid on the scope of work described in the Specifications attached to this Standard Contract.

Period and Times of Performance

- First Unitarian anticipates that the work in this Project will begin on or about [estimated start date] and be completed by [estimated end date]. The Contractor's written bid will specify if the Contractor anticipates deviation from these dates. The Project Manager has sole discretion to change these dates.
- All work performed by the Contractor at First Unitarian's site must occur on days and hours approved in advance by the Project Manager. In general, on-site work must occur on the following days: [specify which days Sunday through Saturday] and times: [specify hours].

III. The Bid Process

The Contractor's written bid must respond to the Specifications, provide pricing at the level of detail requested in the Bid Form, and state that the Contractor accepts the Terms and Conditions.

Costs

- The Contractor's written bid must show prices at the level of detail requested in the Bid Form attached to this Standard Contract.
- The prices in the Contractor's written bid must include all labor, equipment, materials, filing fees, permits, inspection fees, removal of debris, and incidental expenses for the work in this Project.
- The Contractor must pay all legally required sales, use and similar taxes.
- In the event that site conditions discovered in the course of the work make the price in the Contractor's written bid no longer viable, the Contractor must bring that to the attention of the Project Manager immediately upon discovering the site conditions. The Project Manager will determine an equitable adjustment in the scope or cost of the Contractor's work if appropriate.
- In the event that either First Unitarian or the Contractor wishes to initiate a change to the scope or cost of the work after the work begins, the Project Manager and Contractor will develop and sign a mutually agreeable change order

Written Bids

Contractors are requested to send written bids by [target date to receive bids] to the Project Manager at [email address]. The Project Manager has sole discretion whether to request or accept additional bids after that date.

The written bid must state:

- That the Contractor agrees with all of the Specifications and Terms and Conditions in this Standard Contract. The written bid must specifically identify any specifications or terms with which the Contractor does not agree.
- Any specific approaches, techniques or solutions the Contractor will use to fulfill the Specifications, which the Contractor wants to bring to the attention of the Project Manager.

- The make and model of any equipment, and types of materials, the Contractor is proposing to install at First Unitarian.
 - The written bid must state the length of the equipment manufacturer’s warranty, the length of any warranties by materials manufacturers, and whether First Unitarian will submit warranty claims to the equipment or materials manufacturer or to the Contractor.
 - Upon completing the Project, the Contractor will give First Unitarian a copy of any written warranties the Contractor has received from the equipment or materials manufacturers.
- The length of time for which the Contractor warrants the work the Contractor performs in this project.
- Which components of the work the Contractor will perform at First Unitarian’s site or at the Contractor’s site.

The written bid must state:

- Whether the bid is a fixed price, or an estimate of costs that will be based on time and materials.
- If the bid is an estimate of costs that will be based on times and materials, the bid must state:
 - The hourly rate(s) for labor, by level of personnel if applicable.
 - The expected cost of materials, equipment, and other expenses.
 - The charges expected from sub-contractor, if they are not included above in the hourly rates or other costs.
 - Whether the Contractor is committing to a not-to-exceed amount.
- The payment milestones and amounts. At least one-third of the total price will not be paid until completion of the work and acceptance by the Project Manager.

If the Project Manager disagrees with any provisions in the written bid, the Project Manager and the Contractor will make mutually agreed upon changes to the written bid before the Project Manager signs it to award the work to the Contractor.

The written bid must include names and contact information for at least three clients for whom the Contractor has recently performed comparable work, whom the Project Manager can contact as references.

The written bid must be signed by the Contractor or the Contractor’s authorized employee or agent, and provide the name, title, phone number, and email address of the signer.

IV. Terms and Conditions

Regulatory Compliance

- The Contractor’s work must comply with regulations of the New York City Department of Buildings, other government agencies, and the Landmarks Preservation Commission where applicable. The Contractor’s written bid must specify the permits and approvals the Contractor will obtain in this Project.

- The Contractor must possess all licenses required for the Contractor's work in this Project. The Contractor's written bid must specify the licenses held by the Contractor that are relevant to this work.

Insurance, Indemnification, and Safety

- The Contractor must maintain relevant insurance for the work in this Project. The Contractor's written bid will specify the relevant types of insurance the Contractor maintains and their dollar limits of coverage. The First Unitarian Congregational Society in Brooklyn must be named as an additional insured on the Contractor's property, casualty, and liability insurance policies.
- The Contractor must maintain Worker's Compensation Insurance to the extent required by law.
- Upon request, the Contractor must provide evidence of the insurance described above.
- The Contractor must indemnify First Unitarian for acts and omissions of the Contractor and its subcontractors.
- The Contractor must take reasonable precautions to protect the safety of all property and persons in the area of the work, including the Contractor's employees and any subcontractors.
- At the conclusion of the project and before the final payment, the contractor must provide a waiver certifying that there are no liens on the project by the subcontractors.

Subcontractors

- At the start of the project, the Contractor must provide the Project Manager a list of the names of any subcontractors and their roles in the work, prior to the subcontractors performing the work. First Unitarian reserves the right to instruct the Contractor not to engage a given subcontractor.
- The Contractor must require any subcontractors to conform to the requirements of the Terms and Conditions.

Governing Law

- These Contract Documents and the Contractor's written bid are governed by the laws of the State of New York.
- Legal notices by either party to the other must be given in writing. For this purpose, email communications are considered to be in writing.

Award

- First Unitarian reserves the right to decide whether, when and to whom to award the Project or any portion of the Project.
- Once awarded, the Contractor's work will be governed by this Standard Contract, as modified by any other terms and conditions in the Contractor's written bid that First Unitarian explicitly accepts.
- Once awarded, First Unitarian reserves the right to interrupt or terminate the Contractor's work, and to continue or complete the work without the Contractor, in the event the Contractor fails to perform in accordance with this Standard Contract and the written bid. In that event, First Unitarian will not be liable to pay the Contractor for any portion of the work that was not performed in accordance with this Standard Contract and the written bid.