



## **“Doing Business with Carmel Contractors, Inc.”**

The following outline is designed for new subcontractors doing work with Carmel Contractors (herein referred to as CCI) to get a general step by step outline of how we operate and the expectations and requirements for doing business with us. In addition, this information is helpful to repeat subcontractors as we, from time to time, amend or create new business practices. Please take the time to review this outline and if you have any questions, please give us a call.

### **(1) The Bidding Process**

- a. From our database, CCI, automatically generates and sends out *Invitations to Bid*.
- b. If you have not received an *Invitation to Bid* for a particular project, please contact Keri Comer in our office.
- c. Plans for ALL projects that CCI is bidding can be found at [www.carmelcontractors.com](http://www.carmelcontractors.com). Enter the *Toolbox* page and click the *Plan Room* link.
- d. Only bondable contractors shall bid CCI projects.
- e. All RFI's shall be submitted 72 hours prior to bid date.
- f. All bids shall be faxed (704-552-0397) or emailed ([admin@carmelcontractors.com](mailto:admin@carmelcontractors.com)) by or before the specified bid date and time stated on the *Invitation to Bid*.
- g. Bids shall acknowledge all addendums, be thorough and complete, strictly adhere to all bid documents, clearly define the scope of work being priced, and shall provide, if required and/or desired, separate value engineering items or alternates as an ADD or a DEDUCT to the base bid.
- h. If a bid form is required for a specific project, the subcontractor shall be responsible for filling out all applicable fields and submit with their bid.
- i. CCI will only discuss bids after a project has been awarded.

### **(2) The Buy-Out Process**

- a. CCI reserves the right to negotiate with any and all subcontractors and suppliers to: (1) Ensure pricing is reflective of current market conditions. (2) The scope of work is comparative to other bidders and the contract documents. (3) Accurately divide the scope of work as CCI deems prudent and necessary. (4) To ensure the subcontractors and suppliers capabilities meet the necessary or desired production level for a particular project.

### **(3) Contract Award**

- a. Upon review of all bids and after the buy-out process, CCI will award a particular contract with the agreed upon cost and scope of work.

- b. Contracts may be issued via US Mail or electronic mail, whichever the CCI project manager deems appropriate. Contracts must be returned to CCI via US Mail with original signatures.
- c. CCI reserves the right to request a Performance and Payment Bond for any scope of work.
- d. Within ten (10) days of being awarded a contract, CCI will forward subcontractor all contract and related administrative paperwork for review and completion. All contracts and related administrative paperwork items MUST be returned to CCI within five (5) business days after receipt. Failure to return within the specified time gives CCI the right to withdraw the contract and negotiate with the next responsible bidder.
- e. All contract documents, including attachments, exhibits, etc. shall be returned as a completed packet within five (5) business days after receipt. Specific Documents that should be reviewed and completed include but are not limited to:
  - i. The Contract- Sign and List Federal ID Number
  - ii. Insurance Requirements- *Exhibit B* in all CCI contracts. Insurance certificates shall be submitted to CCI within 48 hours of contract award, must include the required minimum coverage's, and must include additionally insured parties as outlined in the contract agreement.
  - iii. Project Information Sheet- Fill out all applicable fields.
  - iv. Affidavit of Payment of State/Local Sales and Use Taxes- *Exhibit C* in all CCI contracts. This affidavit shall be completely filled out, signed, and notarized.
  - v. Safety Rules and Regulations- *Exhibit F* in all CCI contracts. Review and sign this document.
  - vi. Employment Eligibility Verification Policy (when applicable)- Please review CCI policy, fill out required certification forms, and provide copies of Form I-9 and ID documentation for employees working on a particular project.
  - vii. Storm Water Pollution Prevention Plan Certification Form (when applicable)- Please review and have an OFFICER of your company sign.
- f. Time frames for all required submittals are specified in the contract. Strictly adhere to this schedule. Submittals are to be transmitted electronically whenever possible. Submittals can be emailed to CCI project manager or uploaded via [www.carmelcontractors.com](http://www.carmelcontractors.com) in the *Tool Box* folder.
- g. Failure to return contract and related administrative paperwork within the specified time frames will result in a delay in payment and may result in your contract being voided.
- h. *Time is of the Essence!!*

#### **(4) Contract Work Execution**

- a. CCI will assemble a project TEAM for a particular project; a project superintendent, assistant superintendent (when applicable), contract administrator (when applicable), and a project manager. This TEAM will be your primary point of contact for all issues related to a particular project. All questions throughout a project shall be directed to the appropriate person to ensure effective and quality communication.

- i.* Project Superintendent: Responsible for all day to day field operations, project scheduling, ordering of materials, safety, erosion and sediment control (when applicable), ID Badging (when applicable), approval of all invoices, and the coordination of all trades.
  - ii.* Project Manager: Responsible for assisting the project superintendent in facilitating daily operations, material acquisition, and general coordination of all trades. Additional responsibilities include reviewing payment applications, project documentation, correspondence with owner, change order negotiation and review, project administration, and project close out.
- b. All work shall be done in strict accordance with the contract documents that include but are not limited to the plans, specifications, and the contract.
- c. CCI will provide a project schedule and will amend as circumstances dictate. Subcontractors shall meet or exceed all dates established by the project schedule.
- d. Regularly scheduled progress and coordination meetings will be held throughout a project. All invited subcontractors are required to attend.
- e. All work shall be done in a workmanlike and SAFE manner.

#### **(5) Payment Procedures**

- a. Progress Payments can be submitted monthly for work performed on the project. Submit payment application by no later than the 20<sup>th</sup> of each month. Payment is rendered by the 15<sup>th</sup> of the following month.
- b. Payment applications must be sent using the CCI standard payment application which can be downloaded at [www.carmelcontractors.com](http://www.carmelcontractors.com) on the *Tool Box* page.
- c. Pay applications must be submitted to CCI office. CCI project superintendent and project manager must agree with and approve each payment application.
- d. All payment applications must be submitted using CCI standard pay application and schedule of values. A reproducible copy of this document can be found at [www.carmelcontractors.com](http://www.carmelcontractors.com) on the *Tool Box* page.
- e. CCI does NOT accept faxed payment applications.
- f. All pay applications must include a lien release. Failure to include a lien release that is accurately filled out and notarized will result in delayed payment until lien release is submitted.
- g. A Full Unconditional Waiver of Lien MUST be included in your final pay application.
- h. Final payment will not be made until all work is completed, close out documents have been submitted and approved, and all outstanding contract issues have been resolved.

#### **(6) Project Close-Out**

- a. All work must be completed by the established "Key Turnover Date."
- b. All close out documents including but not limited to specification specific warranties, testing reports, and general warranties shall be transmitted to CCI as outlined in the contract.