## **CONTRACTOR/VENDOR PREREQUISITES**

ALL CONTRACTOR AND/OR VENDORS MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS WHEN PERFORMING WORK AND/OR SUPPLYING MATERIALS TO BRAVO BUILDING, CO., INC.

#### **VALID CALIFORNIA CONTRACTORS LICENSE**

#### **INSURANCE:**

Prior to commencement of any work, a subcontractor/vendor must procure and furnish BBC with certificates evidencing that subcontractor/vendor has insurance policies for general liability, worker's compensation, and vehicle insurance. A "waiver of subrogation" is required. The Subcontractor/Vendor shall provide certificates evidencing insurance coverage to include work in progress as outlined below.

All policies of insurance must be issued by insurance companies licensed to do business in the State where the work is being performed, and have a current rating of NOT LESS than 1-VIII in the most current available Best's Key Rating Guide. Minimum policy limits follow:

# **Comprehensive General Liability:**

Combined General Liability (Including Premises-Operations; Independent Contractor's Protective; Products & Completed Operations; Broad Form Property Damage) \$1,000,000.00 Each Occurrence

**Products and Completed Operations to be Maintained** 

## **Contractual Liability:**

Combined Single Limits for Bodily Injury \$1,000,000.00 Each Occurrence And Property Damage

Personal Injury: \$1,000,000.00 Annual Aggregate

**Comprehensive Auto Liability:** 

Combined Single Limits for Bodily Injury \$1,000,000.00 Annual Aggregate And Property Damage

Worker's Compensation & Employer's Liability

State Statutory Requirements
Federal Statutory Requirements

Employer's Liability \$1,000,000.00

Umbrella Excess Liability: \$5,000,000.00

## **GUARANTEE**:

For a period of one (1) year after delivery or final installation (whichever is later) to BBC, Vendor guarantees all materials and work, and agrees to replace at its sole expense to the satisfaction of BBC, any and all materials adjudged defective plus the labor for such repairs or consequential repairs within 48 hours. BBC agrees to have a responsible representative meet all deliveries and sign off on the condition of all materials, work or equipment. BBC may act at its own discretion on such guarantee for repairs, which may result in a charge to the vendor.

<u>DELAYS AND/OR DAMAGES</u>: BBC shall always retain the exclusive right to remedy and charge Subcontractor/Vendor, at BBC's discretion accordingly, for BBC's liquidated damages, including interest, administration fees, penalties, plus 30

<u>SUBMITTALS:</u> Subcontractor/Vendor will be required to provide BBC with a full "submittal" and information package on the materials/products. Such information shall set forth all current and applicable/available colors, layouts, dimensions, sizes, thickness, quality ratings, special features, structural requirements for proper installation and operation – mechanical, electrical, plumbing and volume requirements, and any other consequential specifications that would accommodate or integrate its use.

BUSINESS, SAFETY AND CODE COMPLIANCE: Subcontractor/Vendor shall perform all work and acts of the Agreement and conduct business within compliance of all governing and applicable laws, penal and professional codes, and most recently adopted Uniform Building Codes and ordinances. Subcontractor/Vendor shall abide by all current pertinent safety measures; including but not limited to Cal/OSHA, CRDC Traffic Regulations and Restrictions and all Local, State and Federal types of safety regulations.

SUBCONTRACTOR/VENDOR RESPONSIBILITY: In the event that the Vendor provides installation of product or material, the following will apply. Vendor shall require proper professional conduct of its employees. Proper conduct shall include a good work attitude and suitable clothing as required by the scope of work. Vendor's employees shall possess a sufficient command and understanding of the English language to be able to communicate with BBC field supervisors in regard to their scope of work. Vendor's employees shall not bring pets, play radios, and not use foul language at the jobsite. Vendor's employees shall not possess nor be under the influence of illegal drugs or alcohol at the jobsite. Also, no cooking of food shall occur on the jobsite. The jobsite is for work only.

<u>PROGRESS PAYMENTS AND BILLING CYCLES</u>. Vendor invoices will be eligible for payment on the 30<sup>th</sup> day after they are received. Subcontractor payments are subject to progress billing and 10% retention (including Change Orders). Retention will be paid within 30 days after BBC has completed its Scope of Work and received payment from the Owner.