Standard Terms and Conditions – Questions and Prompts

*You are to create a one sheet standard terms and condition document that will be used when negotiating the contract with the owner, consider the following question/prompts when creating your Terms and Conditions, please do not answer the questions but rather create a list of the terms and conditions that you would find acceptable to mitigate our risk while still maintaining a balance with the client.*

These Standard Terms and Conditions shall take precedence over and shall supersede any conflicting language in the Contract Documents, including the plans and specifications.

1. How will the Assumptions, Clarifications, and Exclusions that you will generate in the Internal RFP govern related to other contract documents? Will the price that you submit be based off of the Assumptions, clarifications, and exclusions?

2. How will any errors, conflicts, inconsistencies, or omissions in the contract documents or between the contract documents and existing conditions, building codes, or design requirements of the end user be addressed? How will we address relying on the accuracy of the documents provided to us?

3. Layton shall have no obligation to perform work if the Owner cannot show evidence of their ability to pay or if the Owner does not make payment.

4. Who provides the building permit and all connection fees, usage fees, and impact fees and be responsible for all pre-existing hazardous materials?

5. Who controls the Construction Schedule? Will that person solely control the construction schedule? Who is allowed to dictate sequences, and means and methods? What format will we deliver schedule updates in? Who will have access to the live schedule?

6. What happens if the owner directs us to contract with an entity that we object to doing business with?

7. How are we billing labor, supervision, insurance, Subcontractor Default Insurance, and Bond costs?

8. What are we expecting for payment terms? If a payment exceeds our terms, will we expect interest and of so at what rate?

9. Layton shall have no obligations to provide lien waivers or protect the project against lien for amount that Layton has not been paid.

10. If a dispute arises what laws do we want to have govern and in what location do we want the project tried?

11. Are we accepting consequential, special, actual, or punitive damages? What about recovery of direct costs or liquidated damages?

12. Would we accept a termination for cause being converted to a termination for convenience and vice versa?

13. What happens if the owner sells the project or tries to assign our contract to a different entity? Would we accept this?