



Standard terms and conditions for use or acceptance of bids

Please note that the below shall be considered part of any agreement to proceed with work, and shall be added to agreements / contracts as an addendum unless or until specifically documented differently.

ASMP = American Sheet Metal Partition Co Inc below

1. ASMP has not viewed the site or fully surveyed existing conditions / unrelated scopes for other subcontractors (both remodels and new builds). The Customer and other design officials (Architect / designer) have prepared construction documents to detail our work, and our bids reflect those details. Any deviations, corrections, or changes may result in a change order that shall be accepted. In the event customer does not agree to provide such change order compensation ASMP shall be able to withdraw it's consent to proceed with the scope of work with no penalty whatsoever, and shall be entitled to all payments for work completed to that point.
2. Hauling materials upstairs is not included in the pricing. Use of construction lifts or elevators is expected. If construction elevating equipment has been removed, and interior elevators are not yet operational for use, ASMP will wait for their availability, or require a change order for added laborer(s) time and equipment needed.
3. Safe access is needed to the area of work for wheeled carts. Boards over trenches, above grade access, or other hazards will be evaluated by the field staff and ASMP will fully back their decision. If access is deemed unsafe, there will be added charged for additional mobilizations and lost productivity.
4. ASMP works on a first come first serve scheduling basis. We, upon receipt of a project schedule, will discuss with your team our ability to meet it, and any changes in sequence needed. If delays from other trades cause a change too close to the scheduled date, we will do our best to accommodate, but will not move other scheduled work / jobs without their agreement, and do not force mandatory weekend workdays or second shifts.
5. ASMP will follow up with the field contact the day before scheduled install minimum (if not sooner) and will request confirmation that the area is ready for us. There will be a series of questions tailored to the scope of work being performed. In general, ready means: (1) no other trades are in the area of work, (2) all previous trade debris or material storage is clear from the area of work, (3) access has been coordinated with other trades to not disrupt access to the area of work, (4) all necessary previous work has been completed. We expect honesty and respect for our time and schedule. Note that if we are told the area of work is ready and are unable to perform due to confirmed answers being inaccurate, the full day expected labor for the installers and trip fees will be recouped with full overhead and profit by change order.
6. ASMP bids responsibly with the information available at the time of bid. Unanticipated increases in material costs, procurement costs (freight, etc), or material availability through no fault of ASMP can occur. While we will work hard to anticipate and decrease the impact of any

**5027 ROBERTS AVE — MCCLELLAN, CA 95652 // PH:(916)—564—6691 /
FAX:(916)—564—2040**



such cost or delay, ASMP will not be held liable for added costs or time they cause. Costs shall be compensated for through change orders, and time extensions granted without charges for liquidated damages or similar contract clauses.

7. ASMP is not responsible for onsite layout of backing or recessed framing required for the materials being provided / installed. ASMP will work together with the customer and their subcontractors to ensure accurate compliance with the architect provided and detailed plans and layouts and will provide detailed information on each item and it's dimensions digitally within the submittals.
8. ASMP is not responsible for confirming any previous work has been completed correctly including backing install, finish QC of wall or floor surfaces, or plumbing layouts etc. We will notify customer if we see anything out of the ordinary, but the customer's managing service is responsible for QC of their subcontractor's work, and the area's readiness to proceed further.
9. Insurance limit Increases or added policy types are not available on a per project basis. Any changes would be policy wide and would need to be held through the warranty periods of each project. This means added limits would need to be carried indefinitely from that point forward, and there is no way to include that accurately within bidding costs. If a project, customer, or facility / landowner requires higher limits that provided, they may choose to OCIP / CCIP cover the scope at their own cost less any reimbursement from our policies for not being used. No further out of pocket expense for insurance will be accepted. Alternatively, the project, customer, or facility / landowner may elect to allow our sufficient limits and policies to be accepted and proceed. Our standard insurance limits and details are available here [\(LINK\)](#) for review at any time.
10. Manufacturer warranties start from the date material are purchased (ship date from manufacturer) not substantial completion. Our labor warranty will comply with the substantial completion date requirements, within reason. Jobs should take no more than 6 months to wrap up after our finishes scopes are installed, and much less normally. Anything with a substantial completion date pushed out to more than 6 months from our install date will be handled on a case by case basis.

These terms and conditions are to protect ourselves from consistent issues that affect profitability, safety, and or productivity on past projects. If you have any questions or concerns, please feel free to reach out to your estimator / project manager who supplied you with our pricing to discuss further.

Our terms and conditions are subject to change without notice but will be honored as is at the time bid was submitted. Revision dates will be updated below for clarity and existing copies saved.

9/20/2022 – Rev 1 – Added #10

**5027 ROBERTS AVE – MCCLELLAN, CA 95652 // PH:(916)–564–6691 /
FAX:(916)–564–2040**