

Charter Foods North, LLC

PO Box 430 | Talbott, TN 37877 | 423.587.0690

Invitation to Bid/ Instruction to Bidders

Project: Taco Bell Conversion- Endeavor

Location: 4 Moosehead Trail
Newport, ME 04953

Bid Date/Time: 11/1/2022 3:00pm EST

A. INSTRUCTIONS

Please use the attached contractor bid sheet when submitting the bid. The bid must also include a timeline for the work to be completed, clearly listing the number of days for construction. Bids **will not** be accepted without this bid sheet and a schedule. Bidders are to field verify site conditions prior to bidding.

B. BID REQUIREMENTS and CLARIFICATIONS

1. Include demolition of any existing curbs as required per the construction documents, if applicable
2. Include Demolition as required per the construction documents.
3. Include the cost of cooler and freezer installation, connections/ refrigeration as required
4. Include the cost of Installation , connection, and refrigeration of Ice cubers on Pepsi dispensers
5. Include all applicable taxes
6. Include landscaping per the scope of the Construction Documents
7. Include HVAC testing and balance with report
8. Existing HVAC RTU's are planned to be reused as noted. Provide testing and maintenance to ensure working properly.
9. Include **all** applicable taxes

NOTE: If any items listed above are not included in the bid as directed, Charter Foods will not be responsible for said costs during construction.

C. LIQUIDATED DAMAGES

1. In the event of a delay to the Taco Bell completion date as per the Contract Schedule for which the General Contractor or its subcontractors are responsible, liquidated damages in the amount of fifteen hundred dollars (\$1,500.00) per day will be paid to Charter. Such liquidated damages are a genuine estimate of the foreseeable damages incurred by Charter

Foods Inc. due to delay, and shall be Charter's sole recourse for late performance by the General Contractor under the Contract.

2. For the purpose of calculating such Liquidated Damages, a grace period of ten (10) days shall be observed. Beyond the ten (10) day grace period, Liquidated Damages will be enforced with the inclusion of those ten (10) days beyond the Contract date.
3. The Contract Schedule shall be extended by any additional time or delays outside the sole control of General Contractor or delay not caused by General Contractor, including but not limited to: weather downtime (to be mutually agreed upon with Charter), and any time spent or lost on additional work, delay caused by Charter, or the authorities having jurisdiction. Delays must be documented and submitted weekly via email to Charter for review and approval.
4. Additional days must be submitted via Change Order to Charter to be part of the Contract.