



BID REQUIREMENTS

NORMAN FORWARD INDOOR AQUATICS AND MULTI-SPORT FACILITY

KNOWN AS

"YOUNG FAMILY ATHLETIC CENTER"

OK1081

BID DATE: OCTOBER 28, 2021

BID PACKAGE 3 / JULY 26, 2021,

SEPTEMBER 21, 2021, OCTOBER 1, 2021

BID REQUIREMENTS

Norman Forward Indoor Aquatics and Multi-Sport Facility

Known as "Young Family Athletic Center"

OK1081

October 28, 2021

100% Construction Documents / Bid Package Number 3

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BID REQUIREMENTS

INTRODUCTION

G. E. Johnson Construction Company, Inc. (Contractor) has been selected by The Norman Municipal Authority, The City of Norman, the Owner, for The Norman Forward Indoor Aquatics and Multi-Sport Facility, known as the Young Family Athletic Center, located at Rock Creek Road and West 24th Avenue, Norman, Oklahoma.

The Architect for the project is FSB Architects, 5801 Broadway Extension Highway, Suite 500, Oklahoma City, Oklahoma 73118.

Project description: The Young Family Athletic Center (YFAC) is a new approximate 122,000 square foot facility built on a 12-acre site on the north side of Norman, OK. The Young Family Athletic Center furthers the citizen-initiated Norman Forward mission to fund and create quality of life projects for the community. This center was impart made possible by a generous \$4 million donation from the Young Family Foundation.

The aquatic portion of the building will feature two pools: an 8-lane 25-meter competition pool with adequate spectator seating and a 4-lane 25-meter pool used as a warm-up pool during swim competitions. Men's and Women's Locker Rooms are located adjacent to the pools. When the pools are not being used for competitions, the citizens of Norman will have access to the pool for general use and swimming.

The Multi-Sport Gymnasium portion of the building, when completed, will each house 8 basketball courts with 12 volleyball courts, which overlay the basketball courts. The regulation-size basketball court overlay two basketball courts and runs in the opposite direction.

Norman Regional Health System is developing the approximate 25,000 square foot space between the natatorium and multi-sport areas of the building. This two-level space, NMotion, will serve as a sports and human performance center and physician clinics. Other YFAC amenities include concessions, a small retail space, administrative offices, tournament and team breakout rooms, public restrooms, and other standard support areas.

Your firm is invited to submit a bid on the above-referenced project. Bid proposals must be sealed bids delivered to The City of Norman, Accounts Payable Department, located at 201 West Gray Street, Building C, Norman, OK 73069 or submitted electronically through Building Connected.

All bids must be submitted on Contractor's bid form(s) by **2:00 P.M. CDT** on **October 28, 2021**. Bids will be publicly opened at The City of Norman Multi-purpose Conference Room, City Hall, 201 West Gray Street, Norman, OK 73069, on October 28, 2021, at 2:10 P.M. CDT. Bidders may request to join the live bid opening via the Microsoft Teams meeting by typing the following link into a web browser: <https://bit.ly/YFACbid>. Bid tabs will be made available after all bids are tabulated. Bids received after this time will not be considered. E-mailed and Telephone bids will not be accepted.

BID REQUIREMENTS

INSTRUCTION TO BIDDERS

Bid Forms and Bid Documents shall be obtained from Contractor.

- Bid Documents may be examined at the following locations:
Building Connected, Dodge/AGC Plan Room, and Southwest Bid News
- A Pre-Bid/Pre-Proposal Conference will be held at:
SE Rock Creek Road and West 24th Avenue, Norman, OK, upon request

Submit proposals on Contractor's Bid Form for each Bid Item. Savings for combined bids will be prorated between Bid Items unless otherwise stated.

Bidders submitting combination bids for more than one Bid Item group must itemize the cost of each Bid Item group, which cost can be awarded separately at the discretion of Contractor, Owner, and the Architect. Contractor reserves the right to reject any or all bids, and to award any or all portions of the Work to a bidder other than the low bidder. All Bid Requirements and Contract Documents shall apply to all subcontract and material proposals.

The successful Bidder will be required to enter into an agreement with Contractor on Contractor's standard Agreement. No exceptions will be taken unless specifically agreed to in writing by Contractor prior to the bid date. Bidders submitting their bid, without exception submit their consent to execute the Agreement without modification.

The "Subcontractor/Vendor Insurance Requirements and Compliance Form" (Attachment "A") must be executed by this Bidder and this Bidder's insurance agent and returned with the Bid Form by the bid date and time. Failure to provide this form may be considered a non-responsive bid.

All, a portion of, or none of the Alternates requested by the Contract Documents and/or Contractor may be used in the evaluation of the apparent low bidder for each Bid Item or combination of Bid Items.

Interpretation of Documents – Any seeming inconsistencies, or any matter seeming to require explanation, must be inquired into by the Bidder on or before **2:00 P.M. CDT on October 14, 2021**. No interpretation of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any Bidder orally. Only interpretations made in conformity with the following procedure will be valid:

BID REQUIREMENTS

Interpretations, either written or oral, by any of the Architect's consultants will not be valid. Submit all questions through Project Messages in Building Connected or Email to Josh Young at youngj@gejohnson.com. Every request for such interpretations should be in writing, addressed to Contractor, and to be given consideration, must be received by Contractor **before 2:00 P.M. CDT on October 14, 2021**.

Any and all interpretations and any supplemental instructions will be issued electronically.

Failure of any Bidder to receive any such interpretation or supplemental instruction shall not relieve such Bidder from any obligation under this bid as submitted.

All interpretation or supplemental instruction so issued shall become a part of the Contract Documents.

Bid Substitutions – Items herein and specified under manufacturer names and catalog numbers are intended as a basis of quality and not as a closed Specification, unless noted otherwise. Items other than those specifically named in the Specifications or as shown on the Drawings will be considered and encouraged, provided a written request for approval of such items is received by Contractor by **2:00 P.M. CDT on October 14, 2021**. Each request for substitution must be accompanied by complete catalog sheets and other pertinent data, which will allow proper evaluation of the items proposed for use. If, in the Architect's opinion, the item or items proposed for use are equal to the items specified in design, quality, material, and function, an Addendum listing all such items approved for use will be issued. Request for approval received after the above time and date will not be considered. Bidders shall base their bid only on the use of the items specifically named in the Specifications, or on the Drawings, or as approved by Addendum issued by the Architect. Changes or substitutions will not be considered after the award of the Agreement, except those that will result in a better job and savings to and approved by the Owner.

Awarding Projects – Subcontractors and/or Vendors need to be aware that one Agreement may be issued for all buildings and not as individual projects. This also means that adequate materials, labor, equipment, and supervision will be provided so as not to impede any of the project schedules.

Bidder shall initial each page of the Specific Trade Requirement and return with Bid Forms. This document will supersede Subcontractor'/Vendor's proposal qualifications and exclusions. This is a requirement for consideration as a complete Bid.

BID FORMS

BID PROPOSAL FORM

Bidding Company

Date of Bid Proposal

Address

Contact Name

City, State Zip

Telephone Number

Gentlemen:

In accordance with the plans, dated July 26, September 21, and October 1, 2021, and Specifications for the project known as The Norman Forward Indoor Aquatics and Multi-Sport Facility, known as the Young Family Athletic Center, for The Norman Municipal Authority, Owner, and prepared by FSB Architects, Architect, and G. E. Johnson Construction Company, Inc.'s Bid Requirements, dated October 28, 2021, for the contract price specified below, subject to additions and deductions according to the terms of the Contract Documents, the undersigned proposes to furnish all labor, material, equipment, hoisting, scaffolding, complete as required, to complete the following sections of work, as defined in the Contract Documents, for the following sum:

Bid Item No. _____	Dollars (Add/Deduct) \$ _____
_____	and 00/100 Dollars
Furnish Payment and Performance Bonds	Dollars (Add/Deduct) \$ _____
_____	and 00/100 Dollars
Alternates Specified Number _____	Dollars (Add/Deduct) \$ _____
_____	and 00/100 Dollars
Alternates Voluntary _____	Dollars (Add/Deduct) \$ _____
_____	and 00/100 Dollars

BID FORMS

BID PROPOSAL FORM (continued)

Bid Item No. _____ **Dollars (Add/Deduct) \$** _____
 _____ and 00/100 Dollars
 Furnish Payment and Performance Bonds Dollars (Add/Deduct) \$ _____
 _____ and 00/100 Dollars
 Alternates (if any) Dollars (Add/Deduct) \$ _____
 _____ and 00/100 Dollars
 Alternates Voluntary _____ Dollars (Add/Deduct) \$ _____
 _____ and 00/100 Dollars

Bid Item No. _____ **Dollars (Add/Deduct) \$** _____
 _____ and 00/100 Dollars
 Furnish Payment and Performance Bonds Dollars (Add/Deduct) \$ _____
 _____ and 00/100 Dollars
 Alternates (if any) Dollars (Add/Deduct) \$ _____
 _____ and 00/100 Dollars
 Alternates Voluntary _____ Dollars (Add/Deduct) \$ _____
 _____ and 00/100 Dollars

Steel Material Lead time for ALL fabricated material onsite _____ (days)

Total time needed for complete Steel Erection _____ (days)

Added cost to decrease the steel erection duration by one week (how many total weeks could be improved) \$ _____ (dollars) _____ (weeks)

BID FORMS

BID FORMS

BID PROPOSAL FORM (continued)

Amounts shall be shown both written and in figures. In case of discrepancy between the word amount and the figure, the word amount will govern.

This bid proposal shall be valid for sixty (60) days following the date of bid.

The undersigned agrees to and accepts all language and terms in the Bid Requirements.

If awarded the project through a Subcontract Agreement or Purchase Order Agreement, the undersigned agrees to execute the Subcontract Agreement within ten (10) days of receipt and the Purchase Order Agreement within five (5) days of receipt, including the required insurance policies, the required Certificate of Liability Insurance, Payment Bond and Performance Bond (if required), and Labor and Material Bond (if required).

The undersigned understands that G. E. Johnson Construction Company, the Owner, and the Architect reserve the right to reject any and/or all bid proposals.

The following items are required to be submitted with the bid proposal:

- **Bid Proposal Form and Bid Proposal Form Unit Prices**
- **Specific Trade Requirement(s)**
- **Payment / Performance Bond Rate (listed on bid form)**
- **Bid Bond / Bid Security (if bid exceeds \$50K)**
- **Business Relationship Affidavit**
- **Certificate of Nondiscrimination**
- **False information Affidavit**
- **Statement of Non-collusion**
- **Asbestos Prohibition for Public Works Projects**
- **Signed/Completed Subcontractor/Vendor Insurance Requirements and Compliance Statement**

Bidding Company's Name

By: _____
Signature

Printed or Typed Name

Title

Date: _____

ATTEST: _____

SEAL:



BID FORMS

BID PROPOSAL FORM UNIT PRICES

_____	_____
Bidding Company	Date of Bid Proposal
_____	_____
Address	Contact Name
_____	_____
City, State Zip	Telephone Number

Mass Excavation \$ _____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Trench Excavation (including haul off) \$ _____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Earth Fill \$ _____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Mass Rock Removal (including haul off) \$ _____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Trench Rock Removal (including haul off) \$ _____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Unsuitable Soil (including haul off) \$ _____ per cubic yard (in place measure)
_____ and 00/100 Dollars

Graded Aggregate Base in Place \$ _____ per ton
_____ and 00/100 Dollars

BID FORMS

BID PROPOSAL FORM UNIT PRICES (continued)

	<u>Standard Rate</u>	<u>Overtime Rate</u>
1. Laborer	\$_____ per hour	\$_____ per hour
2. Operator	\$_____ per hour	\$_____ per hour
3. Foreman	\$_____ per hour	\$_____ per hour
4. Superintendent	\$_____ per hour	\$_____ per hour
5. Other _____	\$_____ per hour	\$_____ per hour
6. Other _____	\$_____ per hour	\$_____ per hour

Provide number of manhours, identify and include sub-tier.

NOTE: Each bid proposal shall include all unit prices listed that are applicable. Unit prices shall include all costs, such as materials, labor, equipment taxes, submittals, markups with fee, etc. Unit prices will be considered in awarding the Work. Insert "NA" for unit prices not affecting the Work. All blank spaces shall be filled in. Any and all unit prices may be rejected and considered negotiable should the amounts be in excess of acceptable and competitive unit prices.

BIDDER: _____

DATE: _____

DELIVERY AND COMPLETION DATES

Bidder shall provide their anticipated delivery dates and completion times as requested. Time is of the essence in the completion of this project and your response will be a consideration in the award of the agreement.

Identify the Work by specification section or specification section number and the anticipated time for completion **in calendar days**.

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

Prior to the commencement of any work, Subcontractor/Vendor shall purchase and maintain, at its expense, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification language that is part of this Agreement shall also apply to anyone hired by you to Work under this Agreement.

A. Commercial General Liability (Occurrence Form)

Combined Bodily Injury and Property Damage Liability:

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following are standard coverages provided under a Commercial General Liability policy. If your General Liability policy does not include these, they must be added by endorsement.

- Premises/Operations.
- Contingent liability for work performed by Subcontractors/Vendors.
- Explosion, Collapse, and Underground.
- Broad Form Property Damage (including Completed Operations).
- Personal Injury liability (with contractual exclusion deleted).
- Contractual liability coverage sufficient to meet the requirements of the indemnification obligations of this Agreement.

The following General Liability coverages are required:

- Per Project aggregate.
- G. E. Johnson Construction Company, Inc. and Owner, their subsidiaries, directors, officers, employees, and agents shall be included as Additional Insured for Ongoing Operations (Form CG 20 10 04/13) **and** for Completed Operations (Form CG 20 37 04/13), or their equivalent to the extent permitted by law (must **not** cover vicarious liability only), under Subcontractor's/Vendor's policy.
- Additional Insured Status
 - The inclusion of "G. E. Johnson Construction Company, Inc. and the Owner, including subsidiaries, directors, officers, employees and agents" language must be expressly stated on the Additional Insured endorsement. The following alternate phrases in the "Schedule" section will be accepted:

BID FORMS

SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS AND COMPLIANCE STATEMENT (Attachment "A")

- "Blanket Coverage"
- "As per written contract/agreement"
- "Any person or organization that the named insured is required to name as an Additional Insured by reason of a written contractual provision"

- A blank "Schedule" section is not acceptable on the Endorsements.
- The Additional Insured endorsement shall provide that any person or organization that Subcontractor is required to add as an Additional Insured under the contract or agreement shall be added as an Additional Insured.
 - No exclusion or language which limits the Subcontractor's Additional Insured coverage to apply in favor of only that party "for whom" Subcontractor is performing operations.
- **Upon contract award, Subcontractor/Vendor shall provide copies of additional insured endorsements to G. E. Johnson Construction Company, Inc.**

- The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by G. E. Johnson Construction Company, Inc. and Owner, their subsidiaries, directors, officers, employees and agents and may not include terms which make the coverage afforded to an additional insured excess to other insurance on which such insured is also an additional insured.

- The following exclusions are absolutely prohibited and shall not be included in Subcontractor's policy if applicable to the work:
 - No exclusion for "third-party action over suits" or any similar restriction of coverage applicable to claims brought against others by an employee of Subcontractor or its subcontractors.
 - No damage to Work performed by Subcontractor exclusion (CG 22 94 or similar).
 - No exclusion for subsidence, which is specifically prohibited for any work involving excavation, soil stabilization, earth retention, concrete, structural steel, landscaping, waterproofing, fire protection, and plumbing.
 - No "residential" exclusion that would void or restrict coverage due to the nature of the Work.
 - No exclusion for low-level radioactive isotopes.

Subcontractor/Vendor shall maintain General Liability coverage, including Products and Completed Operations Insurance, and the Additional Insured and Primary and Non-contributory coverage as specified in this Attachment through the expiration of the statutes of limitation and repose applicable to the Work. Subcontractor/Vendor shall continue to provide evidence of such coverage to Contractor on an annual basis during the aforementioned period, including all of the terms of the insurance and indemnification requirements of this Agreement.

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

B. Workers' Compensation and Employer's Liability

Coverage A: Statutory Coverage	As required by the state in which the Work is performed.
Coverage B: Employer's Liability Coverage	\$100,000 Each Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

Policy coverage terms and conditions to include:

- Employers Liability/Stop Gap Liability if work is performed in the states of Washington, Wyoming, Ohio, or North Dakota.

All Self-Insured Workers Compensation coverage must be approved by **G. E. Johnson Construction Company, Inc.**, prior to commencement of the Subcontractor Agreement. If G. E. Johnson Construction Company, Inc., determines acceptable, Subcontractor must provide evidence of approval by the applicable state for the Self-Insured Workers Compensation Program.

C. Business Auto Policy

Combined Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Accident
Liability Coverage	Any Automobile OR Owned or Scheduled, and Non-Owned <u>and</u> Hired Automobiles
Additional Insured	Coverage in favor of Contractor and Owner

If hauling of hazardous waste is part of the Scope: Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

D. Umbrella Policy

\$1,000,000 Each Occurrence/\$1,000,000 Aggregate Excess of the Employer's Liability, Commercial General Liability, and Automobile Liability on a following form basis.

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

The Subcontractor will be required to carry Umbrella Liability minimum limits of \$5,000,000 Each Occurrence/\$5,000,000 Aggregate Excess of Employer's Liability, Commercial General Liability, and Automobile Liability on a following form basis if the Subcontractor is providing work including but not limited to any of the following: building envelope, crane operation, caissons, piling, soil stabilization, underpinning, tunneling, cofferdams, dewatering, earth retention systems, excavation, and structural elements of the building.

All coverage and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.

E. Professional Liability Policy

This Section E is applicable to Subcontractor and any sub-subcontractor of any tier that is providing any professional services, including but not limited to: design, architecture, engineering, testing, surveying, or design/build services, temporary engineering, engineered excavations and shoring systems, post-tension supply, structured steel, specialized millwork that is performance specified, roofing or waterproofing systems, curtainwall, mechanical, fire protection systems, electrical, fire alarm systems.

Subcontractor and all sub-subcontractors providing professional services shall provide and maintain Professional Liability Insurance coverage. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope. Coverage shall include coverage for contractual liability. If commercially available, the policy shall provide a waiver of subrogation in favor of Contractor and Owner. The Subcontractor and sub-subcontractors shall maintain for the statute of repose, following completion of the project. Any erosion of insurance limits required will be reinstated to the required amounts prior to commencing the contracted work and if during the contracted period claims are made against the design professional's policy the necessary reduction of available limits will be repurchased to the contractually required amounts.

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Maximum allowable deductible - to be paid by Subcontractor	\$25,000

F. Pollution Liability Policy

This Section F is applicable to Subcontractor and any sub-subcontractor of any tier that are providing work related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations, or any work which includes Microbial

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

Matter, Mold, Fungi, or Bacteria and any work which will involve the use of hazardous materials. Subcontractor and all applicable sub-subcontractors must provide and maintain a separate Pollution Liability Insurance policy including coverage for but not limited to claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. Pollution Liability policy must include defense expenses and contractual liability coverage aligned with indemnification obligation of Subcontract Agreement. Additionally, the Pollution Liability Insurance policy shall name Contractor and Owner as Additional Insureds and provide a waiver of subrogation in favor of Contractor and Owner.

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Maximum allowable deductible – to be paid by Subcontractor	\$25,000

If the Subcontractor's work includes remediation of asbestos or mold, then the minimum limits required shall be:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000
Maximum allowable deductible – to be paid by Subcontractor	\$25,000

G. Equipment Floater Policy

Subcontractor shall maintain, at its sole cost and expense, insurance to protect its equipment, tools and materials against risk of loss, with sufficient limits to cover the value of all of the equipment, tools and materials Subcontractor may use in performance of the Work. Subcontractor is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Subcontractor's obligations of this section. Coverage shall include equipment leased/borrowed/rented by Subcontractor.

H. Unmanned Aerial Systems Liability Insurance ("Drone" Insurance)

If, as part of the performance of the Work, Subcontractor operates any "Unmanned Aerial System" or "UAS", or hires any such operations through a vendor or sub-subcontractor, Subcontractor shall provide and maintain liability insurance for operations of the UAS. This liability insurance shall be provided by either a separate aviation policy or an endorsement to the general liability policy required hereunder, provided that the limit of liability shall be no less than \$1,000,000 per occurrence.

BID FORMS

SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS AND COMPLIANCE STATEMENT (Attachment "A")

Regardless of the form of insurance provided, Contractor, Owner, and any other party as required by Contractor shall be included as additional insureds and a waiver of subrogation apply in favor of all additional insured parties. Subcontractor shall require compliance with these same terms and conditions of any subcontractor or vendor whom it engages in the use or operation of a UAS.

Subcontractor further acknowledges and agrees that it is solely responsible for the airworthiness of any such aircraft. Subcontractor also warrants, that at a minimum, all aircraft will be registered, maintained and operated in accordance with: (a) All applicable manuals inclusive but not limited to the manufacturers and operators maintenance and operations manuals; (b) Federal Aviation Regulations, Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA; (c) The manufacturer's airworthiness limitations; (d) Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and (e) Service Bulletins.

For the purposes of this Section H, "UAS" includes all elements required for flight including but not limited to ground control stations, data links, dashboards, applications, survey equipment and the unmanned aerial vehicle ("UAV" or "Drone") of the subject unmanned system. UAS, UAV, and Drone are used interchangeably in this agreement.

I. Leased Employees

Use of leased employees by Subcontractor is expressly prohibited without Contractor's written approval. If permitted by Contractor, Subcontractor shall provide Contractor with a complete copy of Agreement with the Leasing Company. Leasing Company shall provide worker's compensation and employer's liability with coverage limits in amounts no less than Subcontractor insurance requirement under Section B above. The workers' compensation and employers' liability coverage provided to and for the leased employees by the payroll, shall be evidenced and include an Alternate Employer/Leased Employee Endorsement, naming Subcontractor and Contractor as the alternate employers. The employer's liability must be scheduled under applicable umbrella (except in state where employer's liability is unlimited). Leasing Company shall provide a waiver of subrogation in favor of Subcontractor and Contractor.

J. Other Required Insurance Coverage Where Exposure Exists

The following insurance shall be required by the Subcontractor and sub-subcontractors to the extent that such activities exist in the performance of Work under this Subcontractor.

Railroad Liability – If Work is performed within 50 feet of a railroad right-of-way or affecting railroad property, including but not limited to tracks, bridges, tunnels, and switches, Subcontractor's general liability coverage shall be endorsed to include terms no less broad than ISO for CG 2417 (Contractual Liability Railroads). Furthermore, at option of Contractor and Owner or the railroad, Railroad Protective Liability insurance are to be determined on a per project basis.

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SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS AND COMPLIANCE STATEMENT (Attachment "A")

Watercraft Liability – If any of the Subcontractor's Work be performed on or over navigable waterways or involves the use of any vessel, limits for this coverage are to be provided and approved by Contractor in writing.

Aircraft Liability – If the Subcontractor's Work includes use of any owned, leased, chartered, or hired aircraft of any type (specifically excluding unmanned aerial vehicles as required under Section E hereunder) on the project, minimum limits in an amount not less than \$10,000,000 per occurrence including Passenger Liability shall apply.

Cyber Liability

If Subcontractor will be providing services in which they would be working with confidential or private information then Cyber/Network Security and Privacy Liability Insurance shall be required in an amount of not less than \$1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as data or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of Contractor or Contractor Clients.

Electronic Data Liability Insurance

If Subcontractor will be providing work that is in or adjacent to a server room or data center, then Subcontractor shall provide Electronic Data Liability Insurance with minimum limits of \$1,000,000 each claim. Coverage shall be on written ISO Policy form CG 00 65 12 07, or its functional equivalent. Retro date shall be on or before the date Subcontractor commenced the Work. Coverage shall include Contractor and Owner as Additional Insured. Subcontractor may also provide coverage through the general liability policy endorsed with ISO Endorsement CG 04 37 04 13.

K. Deductibles and Self-Insured Retentions (SIR)

Any self-insured retention or deductible in excess of \$25,000 must be: (a) Declared to Contractor; (b) Clearly identified on the certificate of insurance; and (c) Subject to Contractor's review and approval. No SIR's will be accepted under the general liability policy. Funding of deductibles and/or self-insured retentions maintained by Subcontractor shall be the sole responsibility of Subcontractor, including any deductible or self-insured retentions applicable to coverage afforded to Contractor or other required additional insured.

L. Certificates of Insurance

Upon contract award, the Subcontractor/Vendor shall furnish a certificate of insurance to show that the insurance specified in this Agreement is in force, stating policy numbers, dates of expiration, deductibles, self-insured retentions, limits of liability, and coverages thereunder. A Sample Certificate is provided.

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

M. Waiver of Subrogation

All insurance coverages maintained by Subcontractor shall include a waiver of any right of subrogation of the insurers thereunder in favor of Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). Subcontractor further waives all claims and all rights of subrogation against Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of, or damage to, Subcontractor's Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Subcontractor. If any of the Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

If required under the Builder's Risk section of the Prime Contract: Contractor and Subcontractor and/or Vendor waive all rights against (a) each other and any of their vendors, agents and employees, each of the other, and (b) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors/vendors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. Subcontractor/Vendor shall require of subcontractor/vendor agents and employees by appropriate contracts, written where legally required for validity, similar waivers in favor of other parties enumerated herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

N. Special Provisions

All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A-, VI or better in the most recent Best's Key Rating Guide.

In the event that any direct or lower tier subcontractor has in force any insurance with coverages broader and/or limits higher than the minimum coverage amounts required hereunder: (a) such broader coverages and higher limits shall insure and be available to all additional insureds and (b) this Agreement shall be deemed to require such broader coverages and higher limits.

Approval, disapproval or failure to act by the Contractor regarding any insurance supplied by the Subcontractor/Vendor shall not relieve the Subcontractor/Vendor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the

BID FORMS

SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS AND COMPLIANCE STATEMENT (Attachment "A")

insurance company exonerate the Subcontractor/Vendor from liability. Contractor shall make no special payments for any insurance that the Subcontractor/Vendor may be required to carry; all are included in the Agreement price and in the Agreement unit prices. The Subcontractor/Vendor shall require all sub-subcontractors to procure and maintain all insurance as set forth in this Agreement.

Certified copies of policies, including all endorsements, shall be provided to Contractor within five (5) business days of Contractor's written request. Such policies shall not contain any exclusions or restrictions that are unacceptable to Contractor, in its sole discretion, or otherwise applicable to the Work. If Subcontractor fails to provide or maintain the insurance required by this Agreement, Subcontractor agrees to reimburse Contractor for any additional premiums or deductible amounts that Contractor has to pay due to Subcontractor's failure to comply.

O. Insurance Compliance Statement

Insurance Requirements and Compliance Statement

Subcontractor/Vendor hereby confirms this insurance exhibit has been submitted to their designated insurance broker. Subcontractor/Vendor confirms that Subcontractor/Vendor meets the insurance requirements contained in G. E. Johnson Construction Company, Inc.'s Agreement, including its Attachments. Subcontractor/Vendor understands that failure to provide the required coverage may be considered as non-compliance to the Agreement. Subcontractor's/Vendor's designated insurance broker shall fill out the compliance statement and verify coverage below.

No Restrictive Endorsements

- If applicable to the Work to be performed, the policies contain no residential or multi-family exclusion.
- If applicable to the Work to be performed, the policies contain no subsidence or earth movement exclusion.
- The policies contain no contractual coverage, indemnification and/or hold-harmless exclusion.
- The policies contain no damage to work performed by subcontractor exclusion (CG 22 94 or similar).

Required Liability Coverage

- The policies list the General Contractor and Owner as Additional Insured.
- The policies provide Additional Insured status for on-going operations (CG 20 10 04/13, or its equivalent).
- The policies provide Additional Insured status for completed operations (CG 20 37 04/13, or its equivalent).
- The policies' Additional Insured coverage is not limited to vicarious liability.
- If applicable to the Work to be performed, the policies have primary or supplemental coverage for exterior insulation and finish system (EIFS).

BID FORMS

**SUBCONTRACTOR / VENDOR INSURANCE REQUIREMENTS
AND COMPLIANCE STATEMENT
(Attachment "A")**

- If applicable to the Work to be performed, the policies have primary or supplemental coverage for mold or indoor air quality.

The Following Required Endorsements shall be attached to the Certificate of Insurance

- General Liability Endorsements
 - Additional Insured status for on-going operations completed operations (CG 20 10 04/13 and CG 20 37 04/13, or their equivalent).
 - Primary and Non-contributory for Additional Insured status (this coverage can be included in the Additional Insured endorsement for ongoing and completed operations).
- Workers' Compensation
 - Waiver of Subrogation

This Subcontractor's/Vendor's Commercial General Liability Insurance provider's rating in the most recent A.M. Best's Key Rating Guide is: _____.

SUBCONTRACTOR / VENDOR:
Affix Seal of Corporation

INSURANCE AGENT:

Company _____

Agency _____

By _____

By _____

Title _____

Title _____

Date _____

Telephone _____

SEAL

Date _____

**FEDERAL SUBCONTRACTORS OR MATERIAL SUPPLIERS CERTIFICATION OF COMPLIANCE
WITH ASBESTOS RESTRICTIONS**

**TO: _____ (NAME OF CONSTRUCTION
MANAGER)**

INSERT PROJECT NAME HERE

Sirs:

As a Subcontractor or Material Supplier for the above referenced project we do certify and attest that no building materials or products were knowingly incorporated or installed in this project that contained more than one percent (1%) asbestos by weight, within the meaning of Public Law 99-519 together with the United States Environmental Protection Agency Regulations, Section 763.83 promulgated October 30, 1987, Federal Register, Volume 52, No. 210 defining Asbestos Containing Building Material (ACBM).

We also certify and attest that this Certification of Compliance with Asbestos Restrictions was included in each and every Sub-Subcontract and purchase order connected with the performance of Work for this project, with a copy signed by the Sub-Subcontractor or Material Supplier remaining in our Project File for inspection.

Respectfully,

(NAME OF SUBCONTRACTOR)

(ADDRESS OF SUBCONTRACTOR)

By: _____
Title

Date: _____

Attest and Seal: _____

Subscribed and Sworn to Before Me This _____ day of
_____, 20_____.

Notary Public

My Commission Expires _____.

END OF SECTION

B. Business Relationships Affidavit

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

Commission Number: _____

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment notices to be provided by the City Clerk of the City of Norman setting forth provisions in this section.

- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

Contractor

ATTEST:

SECRETARY

FALSE INFORMATION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm/Company of _____ to submit the above Contract to the City of Norman, Oklahoma, and the Norman Municipal Authority.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Contractor

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____
Commission Number: _____

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/ contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

Commission Number: _____