

City of Norman

Griffin Park



Bid Package #3 – Phase VI

East Road Addition

December 1st, 2022

CROSSLAND
CONSTRUCTION COMPANY, INC.

**REQUEST FOR BIDS:
City of Norman
Griffin Park**

BID PACKAGE #3 – Phase 6 East Road Addition

Crossland Construction Company, hereinafter called the (CM) Construction Manager, will receive bids in care of City of Norman in at 201 W. Gray St. Norman, Oklahoma at **2:00 pm on December 22nd, 2022 for Bid Package #3.**

Work includes: Earthwork, Storm Drainage, Site Concrete, Asphalt and Sod/Seeding

The **bid shall be enclosed in a sealed envelope** plainly marked and addressed as follows:

The **name and address of the bidder** shall appear in the upper left-hand corner of the envelope.

The **Trade Contract Package number and description** you are bidding shall be written on the cover of the envelope.

The lower left-hand corner of the envelope shall be marked: **BID FOR: BID PACKAGE #3**

The envelope shall be addressed in the lower right-hand corner to:

**Attention: Purchasing Division - Opening of Bids
201 W. Gray, Norman, OK 73069
Norman, Oklahoma, 73070**

A non-mandatory pre-bid meeting will be held at 10:00 AM on December 15nd, 2022 at the Crossland Construction Office located at the NW Corner of Frances Cate Park (333 N Carter Ave, Norman, OK 73071)

All sealed bids will be publicly opened, recorded, and studied for recommendations to the Owner. Bids received after the official stated time or more than ninety-six hours, excluding Saturdays, Sundays and Holidays, before the official stated time set for the opening of bids, will not be accepted. No bids may be submitted, changed, or withdrawn after the time of the opening of the bids. Pursuant to Title 61 “Oklahoma Public Competitive Bidding Act”.

Crossland Construction Co. & the owner reserves the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner.

Jobsite visits can be arranged through Justin Lockwood: jlockwood@crossland.com or 405-693-9458 (cell)

The Plans & Specifications are available at the following bid rooms: Dodge, Southwest, Bid News, iSOFT & ARC Document Solutions. They are also available via the following link:

<https://crosslandconstruction.box.com/s/aqqov3f1cysfmwby0epaeqvi216a9ugz>

Attention to the following bid requirements:

- Complete, sign and include Attachments A, B, C, D, E, F, G & H found at the end of this bid package document along with your bid form with your sealed bid.
- Cashier’s check, certified check or Surety Bid Bond for 5% of Base Bid required for all bids over \$50,000.
- Performance, payment, and maintenance bonds will be required by the lowest responsible bidder for any bid over \$50,000. These costs are to be included in your bid amount.

All questions shall be furnished in writing via email to:

Justin Lockwood jlockwood@crossland.com

Trade Package Summaries

City of Norman – Griffin Park VI

Bid Package #03

BID DATE: December 22nd at 2:00 PM

Bid Location:

201 W. Gray, Norman, OK 73069

The following Contract (Bid Group) Work Summaries describe the intended scopes of work to be included in each Bid Package quoted under the Crossland Construction Co., Inc. Construction Management Contract. Bids shall include all the requirements of the plans with specifications unless specifically indicated otherwise in this summary. This includes all layout and daily clean up involved with your work. It is the bidder's responsibility to review bidding requirements and forms to insure a complete, safe, and coordinated execution of the Work Package being quoted. Additionally, bidders shall include in their pricing applicable portions of related specification sections normally associated with the work to be performed whether specifically indicated by this Contract Work Summary or not. Should any bidder be unclear as to the scope of work required, he is instructed to contact the Construction Manager for resolution prior to bidding. In the absence of written instruction to the contrary, in matters of specification and/or scope of interpretation, bidders shall include the more costly and complete of the possible interpretations. Awarding of Trade Contracts will be based on best qualified bid. A copy of the contract agreement to be issued to the lowest qualified trade contractor is available for review upon request.

The trade contractor who is awarded this work shall be responsible for attaining and paying for his own plans & specifications and shall include those costs in the bid amount.

Substitution requests must be submitted for review and consideration at least 7 days prior to the bid date. Substitution requests submitted after this time will not be accepted or considered.

Requests for information must be submitted for review 3 days prior to the bid date. RFI's submitted after this date will not be answered.

How to submit and what to include in your sealed bid:

1. The Sealed Bid Envelope to be addressed and filled out as outlined on page 1.
2. Write in your bid amounts on the Bid Form
3. Include in your sealed envelope a bid bond, cashier's check, or certified check for 5% of your bid if over \$50,000.
4. Include costs for payment and performance bonds in your bid amount if your total bids exceed \$50,000.
5. Sign and complete all information and include attachments A, B, C, D, E, F, G & H in your sealed envelope. Make sure you identify receipt of all addenda on attachment A.
6. Items #1 - #5 above to be included in your sealed bid and hand delivered to the location identified on page 1 before 2:00 PM August 9th.

TRADE CONTRACT 31A Earthwork

Work including but not limited to the following:

Drawings and Specifications: See Attached List of Drawings/Specifications

Project Specific Inclusions: Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this trade contract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, means of conveyance, supervision and equipment) for a complete and finished system per the contract documents.

- 1) Provide all labor, material and equipment to perform all site grading, importing, placement & compaction of fill, topsoil stockpiling and erosion control as per the plans, specifications & geotechnical report.
- 2) Removal of topsoil to be stockpiled on site in area designated by CM.
- 3) All erosion control complete. Erosion control and SWPPP upkeep per city of Norman requirements.
- 4) Grade all areas for a smooth transition into existing grades.
- 5) Grade beyond flumes to tie into existing grades.
- 6) Backfill and compact behind curbs as indicated in paving details.

General Trade Inclusions: Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.

- 7) Include all rock dams and associated filter fabric.
- 8) This Trade Contractor shall maintain all silt fence during the operations of this scope of work.
- 9) Trade Contractor is responsible for pot holing or hydro-vac procedures if any excavation within 10' of a known existing utility will be required.
- 10) Include detention pond construction, berms, grading as noted if noted in the plans.
- 11) Strip and stockpile all topsoil on site to areas designated by the Construction Manager. Place silt fence around stockpiles. Topsoil to be placed and fine graded by the Landscape Trade Contractor.
- 12) Perform all proof-rolling and watering of materials as required to meet specified compaction and moisture content requirements. Include the scarifying and re-compaction as required due to moisture re-conditioning or to maintain schedule due to excessive moisture caused by weather.
- 13) Include building pad preparation, grading, and compaction.
- 14) Include coordination of all required testing as per the specifications and geotechnical report.
- 15) Trade contractor to include all subgrade preparation including all required treatment of subgrade, stabilized subgrade, importation/placement/compaction of select fill material required to establish finish grades as per the contract documents and geotechnical report. As required, Trade Contractor shall furnish acceptable fill material or treat existing material so that it will meet or exceed the requirements of the contract documents. Final grading and compacting of sub-base material to within +/- 1/4" of specified elevations is the responsibility of this trade contractor. This +/- requirement shall be balanced to zero.
- 16) Include all stabilized/select fill and gravel base under all grass paver areas.
- 17) This Trade Contract is responsible for dust control as well as cleaning of the public streets if mud is tracked out due to earthwork operations associated with this scope of work.
- 18) Backfilling against all curb, gutter, flumes and sidewalks.
- 19) It is the responsibility of this Trade Contractor to maintain a clean and safe working environment in accordance with applicable codes.
- 20) This Trade Contract is intended to be all inclusive of labor and equipment required for the scope of work.
- 21) This Trade Contract includes all items of work covered by the specifications be they named, inferred or normally performed by members of Trade Contractor's industry. For purposes of clarification, we may list items to be included in addition to those which are covered in the plans and specifications.

Griffin Park – Bid Package #3

- 22) The Trade Contractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the Trade Contractor's scope of work. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part of the Trade Contractor's Scope of Work.
- 23) All work shall be accomplished using accepted methods and procedures of the highest recognized standards and shall be done in a neat and workmanlike manner, in accordance with applicable standards and codes and the requirements of the prime contract.
- 24) All work included in this trade contract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 25) Trade Contractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 26) Coordination and phasing of work as required by Crossland Construction Co.
- 27) Include all ADA requirements applicable to system(s) and project.
- 28) Furnish, receive, offload, store, stage, inventory, and, protect all materials from weather damage and/or mud. The Trade Contractor shall be responsible to correct any material damaged or muddied.
- 29) Include travel and mobilizations for field measuring.
- 30) Any damage, as a result of this Trade Contractor's work to adjacent existing structures, finishes, equipment or other tangible aspect of the project and repair, thereof, will be the responsibility of this Trade Contractor.
- 31) Trade Contractor to include daily cleanup of work. Temp labor will be provided at the Trade Contractor's expense if failure to provide daily cleanup is evident, but not before written notice to correct is given to Trade Contractor by Crossland Construction.
- 32) Trade Contractor shall include a final clean of all materials installed by this contract.
- 33) This Trade Contractor shall clean and repair any damages, due to work provided in this contract, to the streets or adjacent areas.
- 34) Trade Contractor is responsible for any track out created by employees, subcontractors, or vendors of said Trade Contractor.
- 35) Trade Contractor shall include any dewatering as necessary to perform scope of work.
- 36) Trade Contractor to include a minimum 40-hr work week. This shall mean work, put in place, by the Trade Contractor and not inclusive of travel time.
- 37)
- 38) Trade Contractor to include any and all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having jurisdiction inclusive of any fees.
- 39) Trade Contractor to include coordination of testing. Testing to be paid by others, however, costs of a re-test due to failure of the Trade Contractor, shall be paid by the Trade Contractor.
- 40) Trade Contractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to; mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.

Exclusions

- 1) Project is sales tax exempt for materials incorporated into project. This will require materials to be invoiced to the City of Norman to be paid directly.

TRADE CONTRACT 32A Site Concrete

Work including but not limited to the following:

Drawings and Specifications: See Attached List of Drawings/Specifications

Project Specific Inclusions: Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this trade contract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, means of conveyance, supervision and equipment) for a complete and finished system per the contract documents.

- 1) Provide site concrete complete. Including but not limited to curb & gutter, concrete flumes, reinforcing, doweling, Expansion joints, compression material, control joints, saw joints and tooled joints.
- 2) Sealing of all expansion joints.
- 3) Include saw cutting, demo and haul off of existing curbs and pavement.
- 4) Include concrete washout, removal, and maintenance during duration of this scope. Coordinate location with CM.

General Trade Inclusions: Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.

- 5) This Trade Contractor shall include all labor, material and equipment for all site concrete including all concrete sidewalk, sidewalk base, site mech/elect pads, concrete curb & gutter, concrete paving, transformer pads, light pole bases, dumpster foundations/paving, supply and installation of reinforcement, welded wire fabric, and all site concrete work as per plans and specifications.
- 6) Include all concrete sidewalks and handicap ramps include furnish and supply and installation of all tactile warning devices and specified granular base under sidewalks.
- 7) This trade contract to include all site footings, walls, steps and walkways for a completed system.
- 8) Include the complete installation of the concrete trickle channels/weirs, including the rock subbase.
- 9) Include all concrete curb and gutter, mountable curb, header curb, and all curb transitions from new to existing.
- 10) Include concrete ramps, landings, retaining walls, and footings. Rubbed finish on all exposed areas unless noted otherwise.
- 11) Include all costs of permits for IDP or PFPI work and costs of traffic control as necessary to installation of work adjacent to traffic.
- 12) Include furnish and installation of all aggregate or sand base under all sidewalks and curb and gutter as shown & required. Paving base by others.
- 13) Include installation of bollards including all necessary excavation, concrete footings, and concrete filling of bollards.
- 14) Include all drilling and epoxy required for anchor bolts or rebar. Include dowels into dumpster enclosure.
- 15) Include all haul off from spoils.
- 16) Include furnish and install of all steel reinforcement, dowels, bar supports, plate dowels, for all work under this scope.
- 17) Include furnish and install of all dowels including dowels that protrude from the perimeter edge of slab for tie-into to site concrete.
- 18) Trade Contractor shall clean up and dispose of all excess concrete and waste created under this trade contract. Waste/excess concrete MUST be poured into a concrete clean out container as directed by CM. This container shall be provided by this trade contractor.
- 19) Trade contractor to include all saw cutting, expansion joints and fillers, terminations and cure.
- 20) Backfilling against all curb, gutter, flumes and sidewalks.

Griffin Park – Bid Package #3

- 21) It is the responsibility of this Trade Contractor to maintain a clean and safe working environment in accordance with applicable codes.
- 22) This Trade Contract is intended to be all inclusive of labor and equipment required for the scope of work.
- 23) This Trade Contract includes all items of work covered by the specifications be they named, inferred or normally performed by members of Trade Contractor's industry. For purposes of clarification, we may list items to be included in addition to those which are covered in the plans and specifications.
- 24) The Trade Contractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the Trade Contractor's scope of work. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part of the Trade Contractor's Scope of Work.
- 25) All work shall be accomplished using accepted methods and procedures of the highest recognized standards and shall be done in a neat and workmanlike manner, in accordance with applicable standards and codes and the requirements of the prime contract.
- 26) All work included in this trade contract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 27) Trade Contractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 28) Coordination and phasing of work as required by Crossland Construction Co.
- 29) Include all ADA requirements applicable to system(s) and project.
- 30) Furnish, receive, offload, store, stage, inventory, and, protect all materials from weather damage and/or mud. The Trade Contractor shall be responsible to correct any material damaged or muddied.
- 31) Include travel and mobilizations for field measuring.
- 32) Any damage, as a result of this Trade Contractor's work to adjacent existing structures, finishes, equipment or other tangible aspect of the project and repair, thereof, will be the responsibility of this Trade Contractor.
- 33) Trade Contractor to include daily cleanup of work. Temp labor will be provided at the Trade Contractor's expense if failure to provide daily cleanup is evident, but not before written notice to correct is given to Trade Contractor by Crossland Construction.
- 34) Trade Contractor shall include a final clean of all materials installed by this contract.
- 35) This Trade Contractor shall clean and repair any damages, due to work provided in this contract, to the streets or adjacent areas.
- 36) Trade Contractor is responsible for any track out created by employees, subcontractors, or vendors of said Trade Contractor.
- 37) Trade Contractor shall include any dewatering as necessary to perform scope of work.
- 38) Trade Contractor to include a minimum 40-hr work week. This shall mean work, put in place, by the Trade Contractor and not inclusive of travel time.
- 39) Trade Contractor to include any and all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having jurisdiction inclusive of any fees.
- 40) Trade Contractor to include coordination of testing. Testing to be paid by others, however, costs of a re-test due to failure of the Trade Contractor, shall be paid by the Trade Contractor.
- 41) Trade Contractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to; mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.

Exclusions

- 1) Project is sales tax exempt for materials incorporated into project. This will require materials to be invoiced to the City of Norman to be paid directly.
- 2) Building Concrete

TRADE CONTRACT

32B Asphalt Paving

Work including but not limited to the following:

Drawings and Specifications: See Attached List of Drawings/Specifications

Project Specific Inclusions: Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this trade contract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, means of conveyance, supervision, and equipment) for a complete and finished system per the contract documents.

1. Asphalt paving complete.
2. All pavement markings, accessories and signage. This includes but is not limited to pavement striping, striping, arrow striping, walkway striping, handicap striping, directional signs, do not enter signs and stop signs.
3. All soil stabilization complete.
4. Liquid asphalt pricing is held through 12/31/22. After this date it will be based on the ODOT binder index. If price does change subcontractor will need to provide back up information. At such time of placement, a change order will be executed to cover any additional costs or savings as it relates to the pricing index. Costs or savings will be straight material costs. No mark up will be added or deducted.

General Trade Inclusions: Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.

- 1) Trade Contract shall include all labor, material, and equipment for all asphalt pavement, striping, parking bumpers/wheel stops, and handicap signs per the plans and specifications.
- 2) Include all asphalt prime coats and tack coats.
- 3) Include the cost of the work to grind out or paint black the existing striping shown to be removed.
- 4) Include any cutting/removal of existing asphalt necessary to provide a smooth transition of new asphalt paving between existing and new. The extent of this cut and removal would include no more than 6” wide section of existing asphalt should there be damage to it preventing a clean line at the tie in location.
- 5) Include patching back of asphalt where the existing pavement is identified to be trenched for utility crossings.
- 6) Include all heavy-duty asphalt paving at fire road, if shown on the contract documents.
- 7) Any “bird baths” or areas holding water after asphalt paving is placed shall be either removed or filled in so that it does not hold any water. Costs for this to be by this trade contractor.
- 8) Include all striping, signs, hash marking, fire line striping and all associated layouts.
- 9) Include site survey and verification that base rock elevations are acceptable prior to asphalt placement.
- 10) Include all site handicap and directional signs, posts, excavating and concrete for setting of signs.
- 11) It is the responsibility of this Trade Contractor to maintain a clean and safe working environment in accordance with applicable codes.
- 12) This Trade Contract is intended to be all inclusive of labor and equipment required for the scope of work.
- 13) This Trade Contract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of Trade Contractor's industry. For purposes of clarification, we may list items to be included in addition to those which are covered in the plans and specifications.
- 14) The Trade Contractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the Trade Contractor’s scope of work. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part of the Trade Contractor's Scope of Work.

Griffin Park – Bid Package #3

- 15) All work shall be accomplished using accepted methods and procedures of the highest recognized standards and shall be done in a neat and workmanlike manner, in accordance with applicable standards and codes and the requirements of the prime contract.
- 16) All work included in this trade contract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 17) Trade Contractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 18) Coordination and phasing of work as required by Crossland Construction Co.
- 19) Include all ADA requirements applicable to system(s) and project.
- 20) Furnish, receive, offload, store, stage, inventory, and protect all materials from weather damage and/or mud. The Trade Contractor shall be responsible to correct any material damaged or muddied.
- 21) Include travel and mobilizations for field measuring.
- 22) Any damage, as a result of this Trade Contractor's work to adjacent existing structures, finishes, equipment or other tangible aspect of the project and repair, thereof, will be the responsibility of this Trade Contractor.
- 23) Trade Contractor to include daily cleanup of work. Temp labor will be provided at the Trade Contractor's expense if failure to provide daily cleanup is evident, but not before written notice to correct is given to Trade Contractor by Crossland Construction.
- 24) Trade Contractor shall include a final clean of all materials installed by this contract.
- 25) This Trade Contractor shall clean and repair any damages, due to work provided in this contract, to the streets or adjacent areas.
- 26) Trade Contractor is responsible for any track out created by employees, subcontractors, or vendors of said Trade Contractor.
- 27) Trade Contractor shall include any dewatering as necessary to perform scope of work.
- 28) Trade Contractor to include a minimum 40-hr work week. This shall mean work, put in place, by the Trade Contractor and not inclusive of travel time.
- 29) Trade Contractor to include any and all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having jurisdiction inclusive of any fees.
- 30) Trade Contractor to include coordination of testing. Testing to be paid by others, however, costs of a re-test due to failure of the Trade Contractor, shall be paid by the Trade Contractor.
- 31) Trade Contractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to, mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.

Exclusions

- 1) Project is sales tax exempt for materials incorporated into project. This will require materials to be invoiced to the City of Norman to be paid directly.

TRADE CONTRACT

32D Landscaping

Work including but not limited to the following:

Drawings and Specifications: See Attached List of Drawings/Specifications

Project Specific Inclusions: Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this trade contract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, means of conveyance, supervision and equipment) for a complete and finished system per the contract documents.

- 1) Installation of all sod. Include sod as indicated and sod at slopes greater than 4:1. Include installation of all soil amendments, fertilizer, compost and top dressing as required by the plans and specifications.
- 2) Include spreading topsoil, fine grading to be performed by this contractor. Haul off any excess topsoil as required at end of project.

General Trade Inclusions: Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.

- 3) Trade Contractor to include all sod, fertilizer, soil amendments, watering. Include finish grading and temporary watering to ensure an established root base.
- 4) Include river stone, drainage aggregate and perforated drainpipe including connection to nearest storm drainage piping as per the contract documents.
- 5) Include all drainage piping behind stem-walls, concrete or any other areas as shown on the landscape plans. Include all associated drainage aggregate and backfill. Connection to nearest storm drain.
- 6) This trade contract to include the fill in the planters in their entirety. Provide the drainage cell, geotextile fabric, aggregate, planting bed mix, and mulch as shown. Waterproof membrane by others.
- 7) Include all topsoil backfill in planting beds, and, all decorative landscape boulders.
- 8) This Trade Contractor to include all layout of this work including any costs for surveying services if necessary.
- 9) Include re-fine grading and sod all landscaped areas that are a part of this work including backfilling against all sidewalks, concrete edgings, aluminum edgings, stem-walls, etc.
- 10) Trade Contract shall include replacement of damaged landscape, or landscape which dies as a result of construction operations, with equivalent landscape at no cost to the owner.
- 11) It is the responsibility of this Trade Contractor to maintain a clean and safe working environment in accordance with applicable codes.
- 12) This Trade Contract is intended to be all inclusive of labor and equipment required for the scope of work.
- 13) This Trade Contract includes all items of work covered by the specifications be they named, inferred or normally performed by members of Trade Contractor's industry. For purposes of clarification, we may list items to be included in addition to those which are covered in the plans and specifications.
- 14) The Trade Contractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the Trade Contractor's scope of work. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part of the Trade Contractor's Scope of Work.
- 15) All work shall be accomplished using accepted methods and procedures of the highest recognized standards and shall be done in a neat and workmanlike manner, in accordance with applicable standards and codes and the requirements of the prime contract.
- 16) All work included in this trade contract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the

Griffin Park – Bid Package #3

Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.

- 17) Trade Contractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 18) Coordination and phasing of work as required by Crossland Construction Co.
- 19) Include all ADA requirements applicable to system(s) and project.
- 20) Furnish, receive, offload, store, stage, inventory, and, protect all materials from weather damage and/or mud. The Trade Contractor shall be responsible to correct any material damaged or muddied.
- 21) Include travel and mobilizations for field measuring.
- 22) Any damage, as a result of this Trade Contractor's work to adjacent existing structures, finishes, equipment or other tangible aspect of the project and repair, thereof, will be the responsibility of this Trade Contractor.
- 23) Trade Contractor to include daily cleanup of work. Temp labor will be provided at the Trade Contractor's expense if failure to provide daily cleanup is evident, but not before written notice to correct is given to Trade Contractor by Crossland Construction.
- 24) Trade Contractor shall include a final clean of all materials installed by this contract.
- 25) This Trade Contractor shall clean and repair any damages, due to work provided in this contract, to the streets or adjacent areas.
- 26) Trade Contractor is responsible for any track out created by employees, subcontractors, or vendors of said Trade Contractor.
- 27) Trade Contractor shall include any dewatering as necessary to perform scope of work.
- 28) Trade Contractor to include a minimum 40-hr work week. This shall mean work, put in place, by the Trade Contractor and not inclusive of travel time.
- 29) Trade Contractor to include any and all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having jurisdiction inclusive of any fees.
- 30) Trade Contractor to include coordination of testing. Testing to be paid by others, however, costs of a re-test due to failure of the Trade Contractor, shall be paid by the Trade Contractor.
- 31) Trade Contractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to; mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.

Exclusions:

- 1) Project is sales tax exempt for materials incorporated into project. This will require materials to be invoiced to the City of Norman to be paid directly.
- 2) Landscape plantings
- 3) Irrigation

TRADE CONTRACT

33B Storm Sewer & Drainage

Work including but not limited to the following:

Drawings and Specifications: See Attached List of Drawings/Specifications

Project Specific Inclusions: Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this trade contract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, means of conveyance, supervision and equipment) for a complete and finished system per the contract documents.

- 1) All RCB Storm Piping. Include all wrapping of joints with filter fabric, sealing, grouting, excavation, subgrade preparation, backfilling and haul off for a complete and finished storm sewer system.
- 2) Include all headwalls.
- 3) Include aggregate backfill for any trenches in paved areas.
- 4) Include installing rip rap with filter blanket at headwalls and flumes.

General Trade Inclusions: Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.

- 5) Include all storm sewer systems including all concrete headwalls, inlets, rip rap, area drains, grouted rip rap, filter fabric, cleanouts, piping, HDPE, RCP, basins, end sections, concrete collars, junction boxes, tees, all sealing, grouting, excavation, subgrade preparation, backfilling and haul off for a complete and finished storm sewer system.
- 6) Include all perforated HDPE storm piping.
- 7) Include storm pipe connection to existing storm sewer system, if required by the contract documents.
- 8) Final connection to the roof drain piping shall be by the Plumbing Trade Contractor. This Trade Contractor to install storm piping to connection location, which shall be no less than 5'-0" from the face of the building, and install fittings to allow for a connection by Plumbing should the main storm line be within 5'-0" of the building running parallel. Plumbing Trade Contractor shall furnish and install the 90-degree connection/pipe boot, and, make the connection to the storm pipe.
- 9) This Trade Contract is responsible for dust control as well as cleaning of the public streets if mud is tracked out due to earthwork operations associated with this scope of work.
- 10) Trade contractor shall protect all survey control points by clearly marking them and placing (4) T-posts around the perimeter of each. Costs associated with replacing control points will be by this Trade Contractor (unless damaged by others).
- 11) Construction Manager is to provide initial surveyed control points. All additional surveying, daily construction layout, staking & elevations necessary to complete this work shall be included by this Trade Contract.
- 12) This Trade Contractor to include correction of settled and eroded areas throughout construction that is associated with this scope of work.
- 13) This Trade Contract shall verify all utility locations and terminations shown on the drawings. Protection of existing utilities during demolition operations, grubbing, & earthwork processes. Trade Contractor shall call for existing utility locates as required to complete this Work.
- 14) Conduct site operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct roads, walks, or other areas of work unless approved by the Construction Manager. This Trade Contractor to include any necessary signage, barricades, flag personnel as required by local authorities.

Griffin Park – Bid Package #3

- 15) Trade Contractor is responsible for pot holing or hydro-vac procedures if any excavation within 10' of a known existing utility will be required.
- 16) It is the responsibility of this Trade Contractor to maintain a clean and safe working environment in accordance with applicable codes.
- 17) This Trade Contract is intended to be all inclusive of labor and equipment required for the scope of work.
- 18) This Trade Contract includes all items of work covered by the specifications be they named, inferred or normally performed by members of Trade Contractor's industry. For purposes of clarification, we may list items to be included in addition to those which are covered in the plans and specifications.
- 19) The Trade Contractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the Trade Contractor's scope of work. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part of the Trade Contractor's Scope of Work.
- 20) All work shall be accomplished using accepted methods and procedures of the highest recognized standards and shall be done in a neat and workmanlike manner, in accordance with applicable standards and codes and the requirements of the prime contract.
- 21) All work included in this trade contract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 22) Trade Contractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 23) Coordination and phasing of work as required by Crossland Construction Co.
- 24) Include all ADA requirements applicable to system(s) and project.
- 25) Furnish, receive, offload, store, stage, inventory, and, protect all materials from weather damage and/or mud. The Trade Contractor shall be responsible to correct any material damaged or muddied.
- 26) Include travel and mobilizations for field measuring.
- 27) Any damage, as a result of this Trade Contractor's work to adjacent existing structures, finishes, equipment or other tangible aspect of the project and repair, thereof, will be the responsibility of this Trade Contractor.
- 28) Trade Contractor to include daily cleanup of work. Temp labor will be provided at the Trade Contractor's expense if failure to provide daily cleanup is evident, but not before written notice to correct is given to Trade Contractor by Crossland Construction.
- 29) Trade Contractor shall include a final clean of all materials installed by this contract.
- 30) This Trade Contractor shall clean and repair any damages, due to work provided in this contract, to the streets or adjacent areas.
- 31) Trade Contractor is responsible for any track out created by employees, subcontractors, or vendors of said Trade Contractor.
- 32) Trade Contractor shall include any dewatering as necessary to perform scope of work.
- 33) Trade Contractor to include a minimum 40-hr work week. This shall mean work, put in place, by the Trade Contractor and not inclusive of travel time.
- 34) Trade Contractor to include any and all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having jurisdiction inclusive of any fees.
- 35) Trade Contractor to include coordination of testing. Testing to be paid by others, however, costs of a re-test due to failure of the Trade Contractor, shall be paid by the Trade Contractor.
- 36) Trade Contractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to; mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.

Exclusions:

- 1) Project is sales tax exempt for materials incorporated into project. This will require materials to be invoiced to the City of Norman to be paid directly.

BID PACKAGE GENERAL CONDITIONS

Each Trade Contract shall INCLUDE the following list of Work items/directives in the scope and cost of the Trade Contract

1) SUBMITTALS:

- A. All submittals must be submitted to the CM within 21 calendar days of the execution of the Contract.
- B. Resubmittals must be resubmitted within 10 calendar days of the date of submittal return. Fines in the amount \$500.00 per calendar day for submittals not meeting the aforementioned requirements will be charged to this Contract. Exceptions must be in writing from CM.
- C. Trade Contractor shall submit insurance certificate, bonds, schedule of values, and fully executed Contract Agreement within 10 days of award of Contract.
- D. All shop drawings, submittals, samples, as-builts, test certifications, and owners' manuals as required by the Contract Documents.
- E. Trade Contractor to submit all "final closeout documents" & "letters of conformance" before final payment or reduction in retainage will be made.
- F. Bonds (see Contract Security/Bonds section of Bid Package) will be required. Cost of bonds to be identified on Bid Form.

2) CONSTRUCTION:

- A. The Contract Documents are complementary. What is called for by anyone shall be binding as if called for by all. If there is a conflict in the Contract Documents, the following order of precedence shall govern:
 - 1. Agreement
 - 2. Bid Package/Trade Contract Scope
 - 3. Supplementary Conditions
 - 4. General Conditions
 - 5. Specifications
 - 6. Drawings
 - 7. Geotechnical Report
- B. Trade Contractor shall include all parts, components, work and material required to provide complete, operational, and finished systems in the bid. Any minor Work not specifically mentioned but obviously necessary and considered normal construction practice for the proper completion of the Work, shall be considered as being part of, and included in, the Trade Contract.
- C. The Trade Contractor shall perform all Work called for in the Trade Contract including the furnishing of all equipment, materials, labor, tools, and supervision necessary for the performance of all things necessary for the Work. All Work shall be accomplished in a Workman-like manner with the understanding that the Owner, at its option, furnish any such labor, materials, equipment or supplies, as it deems necessary or desirable within the limits of the Contract Documents.
- D. Each Trade Contractor shall attend weekly progress meetings with involved Trade Contractors, subcontractors, Construction Manager, & the Owner.
- E. Storage required by the Trade Contractor shall be in areas designated by the Construction Manager, storage of materials shall be in trailers, roll offs, or areas outside of the building areas. Areas inside of the building shall not be used for storage. All materials stored on the ground must be stored on dunnage.
- F. Coordination & Phasing of work as required by Construction Manager. Provide all coordination required for completion of this work with other trades. Coordination must be done in a timely and professional matter. Any and all costs associated with lack of coordination on the part of this Contractor will be charged

Griffin Park – Bid Package #3

to this Contract.

- G. Trade Contractor shall provide all layout, staking, grades, and elevations as required by this Contract. Initial building layout will be by the Construction Manager. Daily construction layout, elevations, and layout required by this Trade Contractor shall be included in his Trade Contract.
- H. Trade Contractor shall include all misc. equipment required for permits, freight, receiving, unloading, and installation of the Work furnished in this Trade Contract.
- I. Trade Contractor shall comply with all directions, requirements, and provide all information as required by the Storm Water Prevention Plan Permit (SWPPP).
- J. Trade Contractor shall final clean all material supplied or installed under this Contract.
- K. Trade Contractor shall provide any and all drinking water required by Trade Contractor's employees or Subcontractor's employees.
- L. Any temp electric, fax, & phones required by the Trade Contractor's employees and Trade Contractor's subcontractors.
- M. Trade Contractor shall include all offsets as required to coordinate with other trades.
- N. Trade Contractor shall provide protection of stored materials and finished work. Provide protection necessary to prevent damage to existing improvements, existing vegetation, trees, asphalt, EIFS, utilities, fences, buildings, adjoining properties, and Owner's property. Any and all costs associated with surroundings damaged during the work of this Contract will be the responsibility of this Contract.
- O. Trade Contractor shall include any costs & coordination associated with permits, fees or licenses (as required by your work), and as required to provide complete, operational, & acceptable finished Work.
- P. Trade Contractor shall include all general conditions, overhead, profit, and insurance.
- Q. Trade Contractor is responsible for receiving, offloading, inventory, storing, staging, installation, and connection of all materials or equipment furnished by the Owner that is included in the Work specified in the Trade Contractor Specification Sections (sections identified in Trade Contract's Scope of Work).
- R. Trade Contractor shall provide any cold weather protection required by the Work provided under this Trade Contract.
- S. Trade Contractor shall conduct site operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct roads, walks, or other areas of work unless approved by Construction Manager.

3) SAFETY REQUIREMENTS & SITE POLICIES:

- A. By bidding this Trade Contract, Contractor agrees to comply with CCC Safety Requirements & Site Policies for all employees, subcontractors, and subcontractors' employees. Failure to adhere to jobsite regulations shall result in fines against this Trade Contractors' Contract or termination of the Contract. Fines for violations will be \$500.00 per daily incident. Fines shall be given to a charity of the Owner's choice. Trade Contractor to orientate each employee and subcontractor to these requirements. Each subcontractor shall complete the requirements acknowledgement form (see inclusions).
- B. Trade Contractor shall delegate a competent onsite safety officer. This person shall inspect the site daily for safety issues.
- C. Permission shall be obtained from the Construction Manager prior to taking any vehicle into the building. Only company vehicles shall be allowed on the construction site; all others shall use the employee parking lot designated on the construction site. The company's name and/or shall be visible from a distance of 25' away.
- D. It is the policy of the Owner that no smoking will be permitted in the building once the roof and sidewalls are installed. The fine for smoking in the building shall be \$50 per infraction. All fines will be paid by the Contractor to the Owner's designated charity. All Trade Contractor and sub contractors' employees shall abide by this policy. Smoking will be permitted in designated areas only.
- E. Confine vehicle parking and all vehicle deliveries to only those areas designated by the Construction

Manager.

- F. Trade Contractor shall confine operations to the areas contained within the property lines as shown on the drawings.
- G. Trade Contractor shall provide traffic control as required, in accordance with U.S. Department of Transportation “Manual of Uniform Traffic Control Devices” and the state highway department requirements and/or municipality or other jurisdictional body or the Construction Manager.
- H. Trade Contractor shall provide all materials and/or equipment required to provide a safe work-zone. Safety must meet all OSHA requirements and Crossland Construction Co. safety policies, including hardhats, safety fencing, handrails, and misc. required to comply with OSHA & Crossland safety policies. No exceptions will be made or given. CM will correct items not meeting requirements and any costs associated with this correction will be charged to this Contract.
- I. Trade Contractor shall verify with all local utilities all utility locations and terminations shown on the drawings. Utility locates as required.
- J. Trade Contractor to comply with all directions, requirements, and provide all information as required by the Storm Water Prevention Plan. All requirements of Erosion & Sedimentation Control shall be adhered to.
- K. All the aforementioned rules shall apply as well as the jobsite specific rules. See Attachment “B” for jobsite specific requirements & policies
- L. Trade Contractor and all tiers of subcontractors shall conduct weekly safety meetings on the jobsite. Attendees and minutes of the weekly safety meetings are to be documented.

4) CLEANUP & HOUSEKEEPING:

- A. Trade Contractor shall include daily cleanup, removal of all trash, debris, and excess materials to dumpster.
- B. Trade Contractor shall clean waste & mud from streets/roads during the work completed in this Trade Contract. Streets shall be thoroughly cleaned and/or swept on a daily basis or more frequently as required by Construction Manager.
- C. In the event the Construction Manager or the Owner feels the project housekeeping and cleanup is not satisfactory, upon written notice, the Construction Manager will provide the necessary cleanup, and all related costs will be at the expense of the Trade Contractor(s).

5) PROJECT SCHEDULE:

- A. The Trade Contractor shall attend scheduling meetings as required by the Construction Manager and coordination conferences as required by the Construction Manager. These meetings will establish communication, coordination, and cooperation for scheduling. The Trade Contractor shall utilize the Construction schedule for the work as prepared by the Construction Manager. The schedule shall be related to the entire project and shall establish critical dates for performance of this Trade Contract, which affects performance of other Work.
- B. The Trade Contractor shall schedule their forces for a minimum forty (40) hour work week. Should the updated schedule show the Trade Contractor to be behind schedule, the Trade Contractor shall devise a plan for recovery of lost time within 96 hours and submit to the Construction Manager said plan. Once the Construction Manager approves the plan, the Trade Contractor shall institute it immediately. The Trade Contractor shall bear all costs and expenses related to recovery from the Trade Contractor’s delay including costs to other Contractors on the project site.
- C. Trade Contractor shall include all overtime as required to comply with the Project Schedule.

6) TAXES:

Griffin Park – Bid Package #3

- A. This is a Tax-Exempt project and a tax-exempt form will be given to successful low bidders.

7) DAILY REPORTS:

- A. Each Trade Contractor shall file daily with the Construction Manager a daily field report, giving the Trade Contractor's and Subcontractor's name, foreman or superintendent's name, number of workers, and a brief scope of Work for all tiers.
- B. Trade Contractor's superintendent is to checkout with the Construction Manager when demobilizing and leaving the project on either a temporary or permanent basis.

8) PROJECT CLOSEOUT:

- A. The Owner reserves the right to take possession and use any completed or partially completed portion of the project, providing it does not interfere with the Contractor's Work. Possession or use of the project shall not be considered final acceptance, nor shall such occupancy relieve the Trade Contractor or Subcontractors of liability to perform any Work that has not been completed at the time of occupancy.
- B. Prior to completion of the Work under this Contract, partial occupancy by the Owner and separate Contractors will be necessary for installation of equipment.
- C. Cooperation in segregation of construction activities is required and is agreed to by the Trade Contractor.
- D. Trade Contractor to submit all "final closeout documents" & "letters of conformance" before final payment or reduction in retainage will be made.

9) WEATHER:

- A. Weather delays shall be as defined by contract documents

10) EROSION/SEDIMENTATION CONTROL / SWPPP:

- A. Provide dewatering, silt fence, & erosion control for all Work (including excavations, spoils, trenches, and stockpiles) provided by this Trade Contract as required by construction documents & SWPPP.
- B. This Contract to comply with all directions, requirements, and provide all information as required by the Storm Water Prevention Plan.
- C. Any cost associated with rectifying damaged surroundings due to negligence by this Trade Contractor, will be the sole responsibility of this Trade Contractor.
- D. Any cost associated with rectifying damages to the wetlands areas do to negligence by this Trade Contractor will be the sole responsibility of this Trade Contractor.

11) DAMAGES:

- A. If the Trade Contractor refuses, neglects, or fails to complete the Work within the time stated at each Phase in the Trade Contract Schedule, then the Trade Contractor and the Trade Contractor's surety, if any, shall be liable for and shall pay the Construction Manager, not as a penalty but as liquidated damages, the sum of two-hundred fifty dollars (\$250.00) for each calendar day that the Trade Contractor is in default after the time stipulated in the Trade Contract Schedule for completing the Work of each Phase until the Work is Substantially Complete. The Construction Manager may withhold from payments due the Trade Contractor, such amounts as may be assessed as liquidated damages. Upon Substantial and Final Completion of the Work, the Construction Manger may adjust the Contract Sum by the amount of the assessed liquidated damages.

12) UNIT PRICES:

- A. For CM/Owner information, provide all Unit Prices.
- B. The unit prices shall include all labor, material (including waste), tools, equipment, general conditions, overhead, profit, bond, and inclusions/exclusions per the base Contract.
- C. The contractor shall be paid for actual measured quantity of work multiplied times the unit price. Waste factors shall be included in the unit price.
- D. **NOTE:** The request for this information does not change unclassified excavation specified in base bid.

13) CHANGES:

- A. Contractor's markup, overhead, and profit on change orders are not to exceed ten percent (10%) combined or as dictated in the contract documents.
- B. Subcontractor must submit any changes in cost to adjust the Contract amount by use of written Change Order. Neither the CM nor the Owner will accept any adjustments from the Trade Contractor, except for those submitted as a written Change Order Request with a cost breakdown. Change orders are not to be billed until an official Change Order is issued by CM.
- C. Trade Contractor to adhere to all CM accounting requirements.

14) CONTRACT SECURITY/BONDS:

- A. For Subcontracts at or above \$50,000.00, the Trade Contractor shall furnish the following surety bonds, (with sufficient sureties to be approved by the Owner), when the contract is awarded:
 - 1. Performance Bond - 100% of Contract
 - 2. Statutory Bond - 100% of Contract
 - 3. Guarantee/Warranty Bonds - 100% of Contract – As required by CM
- B. If required - Warranty Bonds shall guarantee against and shall remedy any defect due to faulty materials or workmanship and shall pay for any damages to other work resulting therefrom, which may appear from within a period of one year from the date of completion as evidence by the date of the final acceptance of the project.

15) BID SECURITY TO BE FURNISHED BY EACH BIDDER WITH THEIR BID:

- A. Bids for Trade contracts over \$50,000.00, must be accompanied by a certified or cashier's check or a bid bond in an amount equal to five (5%) of the total amount of the bid as guarantee that, if awarded the contract, the bidder will execute the contract and furnish bonds and insurance as required in the General and Supplemental conditions. The successful bidder's check or bid bond will be retained until he has entered into a satisfactory contract and has furnished bonds and insurance. The Owner reserves the right to hold the bid security of the three lowest bidders until the successful bidder has entered into a contract and has furnished the required bonds and insurance.
- B. No bid security is required if bid is \$50,000.00 or less. Should the successful bidder fail to enter into a contract and furnish the required bonds and insurance within twenty (20) days after the contract has been awarded, then the successful bidder shall forfeit to the Owner the cost of republication of notice to bidders, all actual expenses incurred by reason of bidder's default and the difference between the low bid of the bidder to whom the contract is subsequently awarded.
- C. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited

Griffin Park – Bid Package #3

to the Owner as liquidated damages and not as penalty. Negligence on the part of Bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this provision.

16) PAYMENT:

- A. Trade Contractor shall bill the CM by the 20th of each month. Payment for the billing will be made by the 30th of the following month. (i.e. Billing on February 25 will be paid by March 30).
- B. Trade Contractor shall submit a schedule of values with the signed Trade Contract Agreement. CM will approve the schedule of values before the first billing by Trade Contractor.
- C. Trade Contractor shall submit a Request for Payment on AIA forms.
- D. As-built drawings & owner's manuals are to be a line item on the schedule of values.
- E. The Owner/CM will hold five percent (5%) retainage throughout the Project. Upon completion of the Work provided by this Trade Contractor, the Work will be reviewed by the CM, Architect and Owner for conformance with the Contract Documents. Once accepted by the CM, Architect and Owner the Trade Contractor may submit a pay requisition for release for retainage.
- F. Trade Contractor shall submit statement that the Work provided by the Trade Contractor is complete.
- G. Trade Contractor shall submit all as-built drawings, owners' manuals, and extra materials before submitting final payment.

17) DEFINITIONS:

- A. The term "Owner" shall mean City of Norman and/or the person or entity identified as such and is referred to throughout the Contract Documents as if singular in number.
- B. The "Construction Manager" shall mean Crossland Construction Company, Inc. and/or the Construction Manager's employee or representative with authorization to act on behalf of the Construction Manager.
- C. The term "Architect/Engineer", "Architect", and/or "Engineer" shall mean the consulting "Architect" and/or consulting "Engineer" who prepared the Contract Documents for the Project and whose name and address appears on the Project Documents.
- D. The term "Trade Contractor" shall mean the person, persons, partnership, company, firm, or corporation entering into the Contract for the performance of the Work required by it, and the legal representative of said party, or agent appointed to act for said party in the performance of the Work.
- E. The term "Contract" shall mean collectively, the Agreement, Bid Package, General Conditions, Special Conditions, Supplementary Conditions, Specifications, Drawings, and the Addenda issued prior to execution of the Agreement, or other documents listed in the Agreement and modifications issued after execution of the Agreement.
- F. The term "Subcontractor" shall mean a person or entity that has a direct Contract or an assigned Contract with a Contractor to perform any of the Work at the site. The term Subcontractor means a Subcontractor or a Subcontractor's authorized representative.
- G. The term "Work" shall mean the entire completed construction of the various separately identifiable parts thereof required to be furnished under the Contract Documents.
- H. The term "Change Order" shall refer to the only document that can change the requirements of the Contract. Verbal instructions, notes, memos, RFI responses, and other communication not in the form of a change order cannot change the Contract.
- I. The term "Substantial Completion" is the stage in the progress of the work or designated portion thereof that is sufficiently complete in accordance with the Contract Documents so the Owner can utilize the Work for its intended use.
- J. The term "Nonconforming Work" shall mean portions of the Work that do not comply with the Contract Documents and reference standards.

Griffin Park – Bid Package #3

- K. The term “As Required” shall mean Work or an item of work that shall be executed/completed by the Trade Contractor as directed by the Owner, Architect, Engineer, Authorities having Jurisdiction, or the Construction Manager and/or work that is required by the Contract Documents to provide complete, operational, and finished Work.
- L. The term “Complete” shall mean all Work included in the Contract Documents, and/or to provide Work finished and ready for fully loaded operation.
- M. The term “Provide” shall mean furnishing materials, installing materials, and any other Work required to furnish complete and finished systems as described.

BID FORM

(Include Attachments A, B, C, D, E, F & G along with this bid form and your bid bond in your sealed envelope)

Company Name: _____

Estimator Name: _____

Estimator Phone: _____

Estimator E-Mail: _____

Trade Contract 32F Irrigation

Base Bid (including payment/performance bond costs if over \$50,000).....\$ _____

****The Following Attachments A, B, C, D, E, F, G & H are to be included in your Sealed Bid Envelope****

Trade Contract Attachment “A”

The Bidder hereby agrees to commence work under this Contract on a date to be specified in a written “Notice to Proceed” by Crossland Construction Co. and to fully complete the Project within the time specified.

The Owner (City of Norman) and/or Crossland Construction Co. reserve the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner.

In the event a Contract is awarded to the successful Bidder, it shall be executed within ten (10) days. The Bidder shall return with his executed Contract all Performance Payment Bonds, Statutory Bonds, Warranty Bonds and Insurance Provisions as required by the Supplementary Conditions and the Trade Contract’s scope of work.

If the successful Bidder fails or refuses to enter into a Contract as required by the Owner or fails to provide the required bonds and insurance to the Owner, within the time limited, said Bidder shall forfeit to the Owner the difference between the low bid of said defaulting bidder and the amount of the bid of the Bidder to whom the Contract is subsequently awarded and the cost, if any, of republication of notice to bidders and all actual expense incurred by reason Bidder’s default. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited to the Owner as liquidated damages and not as a penalty. Negligence on the part of Bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this Provision.

BIDDER ACKNOWLEDGES CM ADDENDUM: _____ thru _____

BIDDER ACKNOWLEDGES ATTACHMENTS “A” THRU “H”: _____

Attachments:

- Attachment “A” – Bid Acknowledgement
- Attachment “B” - The Affidavit of Non-Discrimination & Non-Segregation
- Attachment “C” - Safety Requirements & Jobsite Policies
- Attachment “D” – List of Drawings and Specifications
- Attachment “E” - Insurance Minimum Requirements
- Attachment “F” – False Information Affidavit
- Attachment “G” – Schedule
- Attachment “H” - Subcontractors Pre-Qualification Questionnaire

Oklahoma License # _____

Respectfully Submitted by,

Affix Seal

Bidding Firm

Corporation, Partnership, etc.

Signature

Printed Name and Title

TRADE CONTRACT ATTACHMENT “B”

AFFIDAVIT OF NONDISCRIMINATION, NON-SEGREGATED FACILITIES

ANTI-COLLUSION AND BUSINESS RELATIONSHIPS

STATE OF _____

COUNTY OF _____

The undersigned of lawful age, being first duly sworn upon oath, deposes and states that I am the duly authorized agent of the bidder submitting the attached bid and am authorized by said Bidder to execute the within affidavit.

I further swear that if said Bidder is successful on this project, it will not discriminate against anyone in employment or employment practice because of race, color, religion, sex or national origin. The undersigned further states that said Bidder will comply with all federal and state laws and execute orders concerning the subject of nondiscrimination.

The undersigned further states that said Bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions to perform their services at any location under its control, where segregated facilities are maintained. The Bidder further agrees that a violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereto. Said Bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand (\$10,000.00) which are not exempt from the provisions of the equal opportunity laws, and that said Bidder will retain such certifications in its files.

The undersigned further states that said 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 building; or with any state official or employees as to quantity, quality or price in discussions between Bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and the Bidder/Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or any 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.

The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the Architect, Engineer or other party to this project; or any such business relationships between any officer or director of the Bidder and any officer or director of the Architectural Engineering firm or other party to the project are described as follows:

NAME OF BIDDER: _____

By: _____

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

Notary Public

My Commission Expires: _____

TRADE CONTRACT ATTACHMENT “C”

Safety Requirements & Site Policies

1. Workers shall report unsafe conditions to their supervisors immediately. No worker shall be required or knowingly be permitted to work in an unsafe place, unless for the purpose of correcting the hazard and then only after all safety precautions have been implemented.
2. Safe work habits are mandatory. Report any unsafe conditions or performances to Construction Manager. Follow all Crossland safety rules and procedures. Crossland’s safety manual is posted in office.
3. Suitable clothing for construction shall be worn on the construction site at all times. Proper Leather Hard Soled Shoes, and appropriate safety equipment shall be worn at all times. Shirts with sleeves (at least t-shirt length) and full-length pants shall be required. Polyester or similar material is not allowed; shorts, tennis shoes, and tank tops also shall not be worn on site.
4. All employees on site shall wear hard hats that meet the requirements of ANSI Z89.1-1997 at all times outside the area designated as Trailer Row. Hard hats shall be worn in such a manner that the hat brim is positioned in front at all times. Hard hats may be worn backwards at the discretion of the Construction Manager. This includes all equipment operators, vehicle and truck drivers of contractors and material suppliers delivering to the site. Hard hats are required at all times on project. No exceptions. Hard hats will not be furnished by Crossland.
5. Protect and respect others work.
6. Lunch trash is to be deposited in trash cans. No exceptions.
7. Keep your work areas clean. Sweep areas at end of each day.
8. No urinating in or around buildings. Anyone caught doing so, will be removed from the project permanently.
9. Concealed weapons will not be allowed on site. Anyone having such will be permanently removed from project.
10. No removal of excess materials or scraps from project.
11. Posted speed limit shall be adhered to at all times: 10 mph on designated haul roads, 5 mph inside the building, on the building pad, trailer row, and other areas not designated at 10 mph. 20 mph may be permitted for site/civil work away from the pad areas and away from other trades at the discretion of the Construction Manager.
12. Seatbelts shall be worn at all times in vehicles including heavy equipment. All heavy equipment shall have rollover protection and seatbelts.
13. No one shall ride in a vehicle or mobile equipment unless they are on a seat. Exceptions: Scissor and boom lifts. Riding in the back of pick-up trucks shall not be allowed.
14. All heavy equipment including: cranes, forklifts, etc. shall have a reverse signal/back-up alarm audible above surrounding background noise.
15. No catering services shall be permitted on site.
16. Excavation work shall be performed in accordance with 29 CFR 1926 Subpart P.
 - Flagging and/or suitable warning devices will be required around all trench and excavation work at least three (3) feet (this distance can be exceeded if site specific required) from the edge of the excavation.
 - A safe means of access and egress shall be provided from excavations regardless of their depth at intervals that provide no more than 25 feet of lateral travel.

- A competent person shall always be present while excavation work is performed.
- 17. Persons working on any aerial lift shall be tied off, at all times, to a platform tie-off point or a similar safety device securely attached to the structure of the lift.
- 18. In the building, all lifts shall be propane or electrically powered with non-marking tires. Gasoline or diesel-powered lifts shall not be used in the building. Any costs associated with cleanup of floors due to damages caused by lifts will be charged to the Trade Contractor. Any changes to this requirement, is at the discretion of the Construction Manager.
- 19. All propane tanks shall be stored in a tank farm; (including empty tanks).
- 20. A fire watch shall be stationed to provide coverage for each welding, cutting, and other hot work operations. A fire watch may cover multiple operations with a 100-foot radius of them. In order for a fire watch to cover multiple operations, they shall have a clear line of sight to each operation and an unobstructed pathway to each operation. Fire watches shall have no collateral duties.
- 21. Ladders shall reach three feet above the landing for safe access. All ladders shall be positioned on a stable surface and secured to prevent displacement. All ladders shall be fiberglass. Step ladders and extension ladders are not acceptable as stairs. Each contractor is responsible for providing stairs into the building for their employees. Damaged ladders shall be removed immediately from the jobsite.
- 22. All electrical power tools and/or equipment shall be plugged into a ground fault circuit protection (GFCI). At the source of electrical power. All frayed and/or damaged electrical cords shall be removed from service and repaired. Cords shall not be tied into knots.
- 23. Only UL-approved metal fuel cans with flame arresters and self-closing pour spouts shall be allowed on sight.
Fuel cans shall not be stored inside the building, or inside trailers. Cans shall be brought inside the building only to fuel equipment, and, then must be removed immediately.
- 24. All chemical materials used shall have a Material Safety Data Sheet (MSDS) filed with Construction Manager and posted in an area where work is being performed.
- 25. Electrical Panels shall not be accessed by anyone. Only those authorized by Construction Manager shall have access to the electrical panels.
- 26. Flag, barricade, or sign areas to keep employees from exposures to potentially hazardous work conditions.
- 27. All underground electrical utilities shall be located prior to any excavation work occurring. The electrical contractor shall be notified to assist with this location. As-built drawings and electronic location shall be used to locate all underground electrical utilities. Contractors working around overhead electrical lines shall ensure that all equipment, materials, and personnel are at least 10 feet from the overhead lines.
- 28. As described in each Contractor's Safety Program work permits shall be utilized for those work activities that specifically require them. (Examples are confined space, electrical hot work, welding, painting, work where underground utilities are present, etc).
- 29. All employees shall OBEY all posted safety signs.
- 30. Clean up and housekeeping shall be top priority. This project shall be kept clean and orderly at all times. The work area SHALL be cleaned on a continuous basis; no debris or trash will be permitted. Dumpsters shall not be backed up to any location of the building. They shall be maintained at a minimum distance of 50 feet from the building.
- 31. Glass containers of any kind shall not be brought onto the construction site.
- 32. Each fuel storage tank brought onto the construction site shall be provided with its own secondary containment unit. The use of earthen dikes shall not be allowed. All fuel tanks shall be grounded in accordance with NFPA requirements.
- 33. Concrete trucks shall have all concrete chutes removed, with top chute in the raised and locked position while traveling on the jobsite.

34. Storage required by the Contractor shall be in areas designated by the Owner. All materials on the construction site shall be stored/staged on dunnage.
35. No one will be allowed to move a trailer or any other device for living on site.
36. It is a policy of the Owner that no smoking will be permitted in the building once the roof and sidewalls are installed. The fine for smoking in the building shall be \$50 per infraction. All fines will be paid by the Contractor to the Owner's designated charity. All Contractor and Subcontractor employees shall abide by this policy.
37. There will be no smoking/tobacco products, eating or drinking (with the exception of water) when the roof of the building is installed. There will also be no smoking/tobacco products, eating, or drinking (with the exception of water) on the finished floors. Smoking will be permitted in designated areas only.
38. Confine vehicle parking and all vehicle deliveries to only those areas designated by the Construction Manager.
39. No parking in the construction area. Designated parking areas only.
40. Only company vehicles shall be allowed on the construction site; all others shall use the employee parking lot designated on the construction site.
41. Permission shall be obtained from Construction Manager prior to taking any vehicle into the building.
42. All employees shall conduct themselves in a worker like manner at all times. Any other personnel, horseplay or disruptive activities of any kind shall result in immediate dismissal/removal from the job site.

I hereby attest by my signature that I have read and understand these Safety Requirements and Site Policies, and I will abide by them. I also understand that they may be jobsite specific amended or modified at any time at the discretion of Crossland Construction.

Respectfully Submitted by,

Affix Seal

Bidding Firm

Corporation, Partnership, etc.

Signature

Printed Name and Title

TRADE CONTRACT ATTACHMENT “D”
Trade Contract Drawing/Specification Package

I hereby attest by my signature that I have read and understand the drawings, as listed below, for their intended use. I also understand that they may be jobsite specific amended or modified at any time at the discretion of Crossland Construction, but not without prior written notification to the Trade Contractor.

Name of Project: Griffin Park Phase VI

Drawings dated 9/19/2022 as may be amended via addenda during the bidding process:

- C6.0 Paving General Layout**
- C6.1 Paving Plan and Profile**
- C6.2 Storm Sewer Plan & Profile Line A**
- C6.3 Paving Details**
- C6.4 Paving RCB Details**
- C6.5 Storm Sewer Details**

Project Specifications Manual dated 6/03/2022 as may be amended via addenda during the bidding process.

Division 1 - General:

- 01050 Field Engineering
- 01152 Application for Payment 2
- 01200 Project Meetings
- 01340 Submittals
- 01380 Pre-Construction Photographs
- 01500 Temporary Facilities and Controls
- 01510 Site Access
- 01700 Contract Closeout
- 01720 Project Record Documents
- 01730 Operation and Maintenance Data

Division 2 - Site Work:

- 02000 Site Work
- 02070 Selective Demolition
- 02100 Site Preparation
- 02211 Rough Grading
- 02220 Earthwork
- 02265 Finish Grading
- 02400 Site Drainage
- 02445 Vinyl Coated Chain Link Fencing

02810 Irrigation
02934 Sodding
02939 Sprigging

Division 3 - Concrete:

03100 Concrete Formwork
03210 Steel Reinforcement
03300 Cast-In-Place Concrete
03345 Concrete Finishing

Division 7 – Moisture Protection:

07900 Sealants

Structural Specifications:

- Table of Contents
042200 Concrete Unit Masonry
061000 Rough Carpentry
061753 Shop Fabricated Wood Trusses

Other Reports to be included as part of the contract documents:

- Crossland Construction Bid Package #3, Dated 12/1/2022
- CEC Geotech Report Dated 6/2/2022

NAME OF BIDDER: _____

By: _____

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

_____ My Commission Expires: _____

TRADE CONTRACT ATTACHMENT “E” INSURANCE MINIMUM REQUIREMENTS

EXHIBIT 9.2.2.1

Insurance Minimum Requirements

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability.

- 1. Commercial General Liability (CGL)** with limits of insurance not less than \$1,000,000 each occurrence, \$1,000,000 Personal and Advertising Injury, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence for CG 00 01 04 13 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal advertising injury.
 - c. General Contractor, Owner and all other parties required of the General Contractor, shall be included as Additional Insureds. The endorsement shall include that any person or organization that Subcontractor is required to add as an Additional Insured under the Subcontract Documents shall be included as an Additional Insured (CG 20 38 04 13 or its equivalent). Coverage must include both ONGOING Operations and COMPLETED Operations (CG 20 10 04 13 and CG 20 37 04 13 or equivalent as permitted by law). Vicarious forms of additional insured endorsements will not be accepted. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the Additional Insured.
 - d. Subcontractor shall maintain CGL coverage for itself and all Additional Insureds for the duration of the project and maintain Completed Operations coverage for itself and each Additional Insured for at least 2 years after the completion of the Work.
 - e. Provide Stop Gap Coverage, if applicable, for the following states: North Dakota, Ohio, Washington, West Virginia or Wyoming.
 - f. Coverage shall include:
 1. Contractual liability coverage sufficient to meet the requirements of the Subcontract Documents (including defense costs and attorneys' fees assumed under the contract, which shall be payable in addition to the limit of liability).
 2. No separation of insured exclusion.
 3. The following exclusions are absolutely prohibited and shall not be included in Subcontractor's policy if applicable to the work.
 4. No damage to Work performed by Subcontractor exclusion (CG 22 94 or similar).
 5. 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.
 6. No "residential" exclusion that would void or restrict coverage due to the nature of the Work.
 7. No EFIS exclusion. If Subcontractor's scope of work involves the building's exterior finish, there shall be no EIFS exclusion on the CGL policy unless the Subcontractor maintains a Pollution Liability policy that provides coverage for the resultant damage of the EIFS work.

2. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. General Contractor, Owner and all other parties required of the General Contractor, shall be included as Primary and Non-Contributory Additional Insureds on the auto policy.
- d. 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).

3. Commercial Umbrella

- a. Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Subcontractor's primary Employers' Liability, Commercial General Liability and Commercial Automobile Liability.
- b. Umbrella limits must be at least \$1,000,000.
- c. All coverages and terms required under the Commercial General Liability, Automobile Liability and Employers' Liability must be included on the Excess/Umbrella Liability policy.
- d. Higher limits may be required by Contractor or Owner on a project-by-project basis.
- e. Umbrella coverage for such Additional Insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insured other than CGL, Auto Liability and Employers' Liability coverages maintained by the Subcontractor.

4. Workers' Compensation and Employers' Liability

- a. Workers' Compensation Insurance and Employers' Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Workers' Compensation laws of any applicable jurisdiction in which the scope is to be performed.
- b. Employers' Liability Insurance limits of at least \$500,000 each accident,
 - i. \$500,000 each employee, and \$500,000 disease policy limit.
- c. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.
- d. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- e. Maintain monopolistic coverage, if applicable, for the following states: North Dakota, Ohio, Washington, West Virginia or Wyoming.

5. Builder's Risk

- a. Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the Project and procured by the Owner or Contractor.
- b. If the Owner or Contractor has not purchased Builder's Risk Insurance satisfactory to the Subcontractor, the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors in the Subcontract Work.
- c. If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Subcontract documents, the Subcontractor shall procure and maintain at the Subcontractor's own

- d. expense, property and equipment insurance for the Subcontract Work including portions of the Subcontract Work stored off the site or in transit, when such portions of the subcontract Work are to be included in an application for payment under Article 8.

6. Installation Floater

- a. If required by Contractor or not covered by the Builders Risk Insurance, Subcontractor shall obtain an Installation Floater to cover that portion of the Work to be constructed, installed, altered or repaired by Subcontractor. Contractor, Owner or other parties, as required by the Subcontract Documents, shall be listed as loss payees.

7. Professional Liability

- a. Subcontractor and all sub-subcontractors and Designers 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.
- b. Professional Services always include, but are 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, and fire alarm systems.
- c. Both Subcontractor and listed sub-subcontractors shall have proof of Professional Liability Insurance coverage in the amount of \$1,000,000 per claim with a maximum deductible of \$25,000 to be paid by Subcontractor.
- d. The Subcontractor shall, upon request of Contractor, furnish a copy of its Professional Liability policy. The Professional Liability policies shall be continued in effect for the applicable statute of repose for the state where the project is located.

8. Pollution Liability

- a. This Section is applicable to Subcontractor, and any sub-subcontractor of any tier that is providing work related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations or any work which includes Microbial 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 policies must include contractual liability coverage aligned with indemnification obligation of the Subcontract Documents.
- b. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor.
- c. Pollution Liability Insurance policy shall name Contractor and all other parties as required under the Subcontract Documents as Additional Insureds.
- d. The Subcontractor and sub-subcontractors shall maintain Pollution Liability coverage for a minimum of 2 years after the completion of the Work, or such longer period as required by the Subcontract Documents. Should mold coverage be required and provided by a claims-made form, such coverage shall be maintained annually for 2 years following completion, or such longer period as required by the Subcontract Documents.

9. Equipment Floater

- a. Subcontractor shall maintain, at its sole cost and expense, insurance to protect its own 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 Subcontract Work.
- b. Subcontractor is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Subcontractor's obligations in this Section. Coverage shall include equipment leased/borrowed/rented by Subcontractor.

Waiver of Subrogation

Subcontractor waives all rights against the Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, Builder's risk, or Workers' Compensation and Employers' Liability insurance maintained per requirement stated above and to the fullest extent allowed by law.

Number of Policies

Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

Cancellation, Renewal and Modification

The Subcontractor shall maintain in effect, all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor. To the extent commercially available, the policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days prior written notice has been given to the Contractor. If not commercially available, Subcontractor shall be responsible for providing Contractor with notice.

Continuation of Coverage

Unless otherwise outlined herein, the Subcontractor shall continue to carry Completed Operations Liability Insurance for at least two (2) years after either ninety (90) days following Substantial completion of the Work, or final payment to the Contractor, whichever is earlier. The Subcontractor shall furnish the Contractor evidence of such insurance at final payment, and one year from final payment.

Special Provisions

All policies shall 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- or better in the most recent Best's Key Rating Guide.

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

Contractor shall make no special payments for any insurance that the Subcontractor may be required to carry; all are included in the contract price and in the contract unit prices.

The Subcontractor shall require all sub-subcontractors to procure and maintain all insurance as set forth in this contract.

Requirements in the Prime Contract and other Contract Documents are also the responsibility of the Subcontractor and in addition to these requirements. It is the responsibility of the Subcontractor to know what is required of Subcontractor.

Trade Contract Attachment F

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: _____

Trade Contract Attachment G

Construction Schedule

(Will be issued in forthcoming Addendum)

ATTACHMENT E

EXHIBIT 9.2.2.1

Insurance Minimum Requirements

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability.

1. **Commercial General Liability** (CGL) with limits of insurance not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence for CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal advertising injury.
 - c. General Contractor, Owner and all other parties required of the General Contractor, shall be included as additional insured's with completed operations on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 2010 (10/93) AND CG 20 37 or CG2033 and CG 2037 or an endorsement providing equivalent coverage to the additional insured's. This insurance for the additional insured's shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d. Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after the completion of the Work.
 - e. Provide Stop Gap Coverage, if applicable, for the following states; North Dakota, Ohio, Washington, West Virginia or Wyoming.
2. **Automobile Liability**
 - f. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - g. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - h. General Contractor, Owner and all other parties required of the General Contractor, shall be included as Primary and Non-Contributory Additional insured's on the auto policy.
3. **Commercial Umbrella**
 - i. Umbrella limits must be at least \$1,000,000.
 - j. Umbrella coverage must include as insured's all entities that are additional insured's on the CGL.
 - k. Umbrella coverage for such additional insured's shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than CGL, Auto Liability and Employers Liability coverage's maintained by the Subcontractor.
4. **Workers Compensation and Employers Liability**
 - l. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each accident for injury by disease.
 - m. Where applicable, U.S. Longshore and Harborworkers Compensation Act

