
SECTION C – BID FORM

I. BID PROPOSAL FORM

BIDDER

PHONE NUMBER

ADDRESS

NAME

CITY, STATE, ZIP

DATE OF BID _____

Gentlemen:

In accordance with the Plans dated August 28, 2014, and Specifications for the United Regional Center for Emergency Care Expansion and Renovation for United Regional Health Care System prepared by Perkins+Will, GE Johnson Construction Company's Bid Requirements dated August 29, 2014, for the contract price specified below, subject to additions and deductions according to the terms of the Contract Documents, the undersigned proposes to furnish all labor, material, and equipment, hoisting and scaffolding, complete as required, to complete the following sections of work, as defined in the Contract Documents, for the following sum:

- | | | |
|----|--------------------------------------|--------------------------------|
| 1. | Bid Item No. _____ (Please fill in.) | Dollars (Add/Deduct): \$ _____ |
| | _____ | |
| | Furnish Performance and Payment Bond | Dollars (Add/Deduct): \$ _____ |
| | _____ | |
| | Alternates (if any) | Dollars (Add/Deduct): \$ _____ |
| | _____ | |
| 2. | Bid Item No. _____ (Please fill in.) | Dollars (Add/Deduct): \$ _____ |
| | _____ | |
| | Furnish Performance and Payment Bond | Dollars (Add/Deduct): \$ _____ |
| | _____ | |
| | Alternates (if any) | Dollars (Add/Deduct): \$ _____ |
| | _____ | |
| 3. | Bid Item No. _____ (Please fill in.) | Dollars (Add/Deduct): \$ _____ |
| | _____ | |
| | Furnish Performance and Payment Bond | Dollars (Add/Deduct): \$ _____ |
| | _____ | |
| | Alternates (if any) | Dollars (Add/Deduct): \$ _____ |
| | _____ | |

4. If the bidder wishes to submit a proposal for combining several Bid Items, complete the following:

Bid Item Numbers _____ (Please fill in.)

Combined Base Bid _____ Dollars (Add/Deduct): \$ _____

Furnish Payment and Performance Bond _____ Dollars (Add/Deduct): \$ _____

Alternates (If Any) _____ Dollars (Add/Deduct): \$ _____

The undersigned acknowledges receipt of Addenda No. _____.

The undersigned acknowledges receipt of Clarification No. _____.

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

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

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

If awarded the project through a Subcontract Agreement or Purchase Order Agreement, the undersigned will agree to execute the required Subcontract Agreement within the specified ten (10) days of receipt and within five (5) days for a Purchase Order Agreement to include the insurance policy and certificate of insurance (required), Performance Bond, and Labor and Material Bond (if required).

The undersigned understands that GE Johnson Construction Company, the Owner and the Architect reserve the right to reject any and/or all bids.

Respectfully submitted,

Subcontractor Name

By: _____
Signature

ATTEST: _____

Printed or Typed Name

Title: _____

SEAL:

Date: _____

II. BID PROPOSAL FORM FOR UNIT PRICES

- | | |
|---|---------------------------------|
| 1. Mass Excavation | \$/_____ /cy (in place measure) |
| 2. Trench Excavation (including haul off) | \$/_____ /cy (in place measure) |
| 3. Earth Fill | \$/_____ /cy (in place measure) |
| 4. Mass Rock Removal (including haul off) | \$/_____ /cy (in place measure) |
| 5. Trench Rock Removal (including haul off) | \$/_____ /cy (in place measure) |
| 6. Unsuitable Soil (including haul off) | \$/_____ /cy (in place measure) |
| 7. Ductile Iron Pipe (Specified Sizes) | \$/_____ /LF |
| 8. Reinforced Concrete Pipe (Specified Sizes) | \$/_____ /LF |
| 9. PVC (Specified Sizes) | \$/_____ /LF |
| 10. Graded Aggregate Base – In Place | \$/_____ /ton |
| 11. Concrete Pavement 6" | \$/_____ /SF (in place measure) |
| 12. Concrete Pavement 8" | \$/_____ /SF (in place measure) |
| 13. Concrete Crosswalk (Place & Finish) | \$/_____ /SF (in place measure) |
| 14. Concrete Sidewalk (Place & Finish) | \$/_____ /SF (in place measure) |
| 15. Concrete Curb & Gutter 6" | \$/_____ /LF |
| 16. Concrete Monolithic Curb | \$/_____ /LF |
| 17. Concrete Foundations | \$/_____ /CF (in place measure) |
| 18. Building Concrete (Place & Finish) | \$/_____ /SF (in place measure) |
| 19. Additional Mobilizations | \$/_____ /EA |

*Concrete costs to include all incidental costs; delivery, taxes, environmental fees, on-site truck cleaning, etc

Unit Costs (Additives):

<u>Description</u>	<u>Costs</u>
a. Fiber Mesh	\$/_____/CY
b. Accelerator	\$/_____/ % CY
c. Additional Cement	\$/_____/Sack

- | | |
|-------------------------|--------------|
| 20. Aluminum Storefront | \$/_____ /SF |
| 21. Curtain Wall | \$/_____ /SF |
| 22. _____ | \$/_____ /SF |
| 23. Masonry | \$/_____ /SF |

- | | |
|--------------------------|---------------|
| 24. _____ | \$ _____/SF |
| 25. Roof System Complete | \$ _____/SF |
| 26. Tapered Insulation | \$ _____/SF |
| 27. _____ | \$ _____/SF |
| 28. Interior Finishes: | |
| a. _____ | \$ _____/____ |
| b. _____ | \$ _____/____ |
| c. _____ | \$ _____/____ |
| d. _____ | \$ _____/____ |

NOTE: Each bidder shall include all Unit Prices listed that are applicable to this Bid Item. Unit prices should include all costs including materials, labor, equipment, taxes, submittals, markups including fee, etc. Unit prices will be considered in awarding the contract. Should a unit price not affect the contract work, bidder shall insert "NA" in the blank spaces furnished for each required price. All blank spaces shall be filled in. Any and all unit prices may be rejected and considered negotiable should the amounts be in excess of acceptable and competitive unit prices.

III. LABOR RATES (Fill in all labor rates for your company trades)

Classification	Straight Time Rate	Over-Time Rate
8. _____	\$ _____	\$ _____
9. _____	\$ _____	\$ _____
10. _____	\$ _____	\$ _____
11. _____	\$ _____	\$ _____
12. _____	\$ _____	\$ _____
13. _____	\$ _____	\$ _____
14. _____	\$ _____	\$ _____
15. _____	\$ _____	\$ _____

NOTE: Each bidder shall include all craft hourly labor rates that are applicable to the Bid Item. Labor rates shall include all taxes, insurance, burdens, and benefits. Labor rates will be considered in awarding the contract. Any and all labor rates may be rejected and considered negotiable should the amounts be in excess of acceptable and competitive rates.

III. SUBCONTRACTOR/VENDOR INSURANCE REQUIREMENTS AND COMPLIANCE STATEMENT

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

A. Commercial General Liability (Occurrence Form)

Combined Bodily Injury and Property Damage Liability:

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

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

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

The following General Liability coverages are required:

- Per Project aggregate.
- A waiver of subrogation endorsement in favor of Additional Insured parties.
- G.E. Johnson Construction Company, Inc. and Owner, their subsidiaries, directors, officers, employees, and agents shall be included as Additional Insured for Ongoing Operations (Form CG 20 10 04/13) **and** for Completed Operations (Form CG 20 37 04/13), or their equivalent to the extent permitted by law (must **not** cover vicarious liability only), under Subcontractor's/Vendor's policy.
- The inclusion of "G.E. Johnson Construction Company, Inc. and the Owner, including subsidiaries, directors, officers, employees and agents" language must be expressly stated on the Additional Insured endorsement. The following alternate phrases in the "Schedule" section will be accepted:
 - "Blanket Coverage"
 - "As per written contract/agreement"
 - "Any person or organization that the named insured is required to name as an Additional Insured by reason of a written contractual provision"
- A blank "Schedule" section is not acceptable on the Endorsements.
- The Additional Insured endorsement shall provide that any person or organization that Subcontractor is required to add as an Additional Insured under the contract or agreement shall be added as an Additional Insured.
- The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by G.E. Johnson Construction Company, Inc. and Owner, their subsidiaries, directors, officers, employees and agents.
- **Upon contract award, Subcontractor/Vendor shall provide copies of additional insured endorsements to G.E. Johnson Construction Company, Inc.**

Subcontractor/Vendor shall maintain General Liability coverage, including Products and Completed Operations Insurance, and the Additional Insured and Primary and Non-contributory coverage as specified in this Attachment for two (2) years after completion of the project. Subcontractor/Vendor shall continue to provide evidence of such coverage to Contractor on an annual basis during the aforementioned period, including all of the terms of the insurance and indemnification requirements of this contract.

If applicable to the Work to be performed by Subcontractor under this Agreement, no exclusions can be attached for: low-level radioactive isotopes, subsidence, exterior insulation finish systems, exclusion of work performed by Subcontractor/Vendor (CG 22 94 or similar), or residential work (including multi-family or apartments).

General Liability Policies with Self Insured Retentions (SIRs) will not be accepted.

B. Workers' Compensation and Employer's Liability

Coverage A: Statutory Coverage	As required by the state in which the Work is performed.
Coverage B:	
Employer's Liability Coverage	\$ 100,000 Each Accident \$ 500,000 Disease, Policy Limit \$ 100,000 Disease, Each Employee
Waiver of Subrogation	Endorsement included in favor of Contractor and Owner

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

C. Business Auto Policy

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

D. Umbrella Policy

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

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

E. Professional Liability Policy

If applicable to the Work to be provided by Subcontractor or any Sub-Subcontractor, Subcontractor and all Sub-Subcontractors providing professional services shall provide and maintain Professional Liability Insurance coverage. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Scope. Coverage shall include coverage for contractual liability. If commercially available, the policy shall provide a waiver of subrogation in favor of Contractor and

Owner. The Subcontractor and Sub-Subcontractors shall maintain for the statute of repose, following completion of the project. Any erosion of insurance limits required will be reinstated to the required amounts prior to commencing the contracted work and if during the contracted period claims are made against the design professional's policy the necessary reduction of available limits will be repurchased to the contractually required amounts.

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

F. Pollution Liability Policy

If applicable to the Work to be provided by Subcontractor or any Sub-Subcontractor, Subcontractor and all applicable Sub-Subcontractors must provide and maintain a separate Pollution Liability Insurance policy. Pollution Liability policy must include contractual liability coverage aligned with indemnification obligation of Subcontract Agreement. Additionally, the Pollution Liability Insurance policy shall name Contractor and Owner as Additional Insureds and provide a waiver of subrogation in favor of Contractor and Owner. The policy shall also include defense and clean-up costs.

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

G. Equipment Floater Policy

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

H. Certificates of Insurance

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

I. Waiver of Subrogation (Builders' Risk coverage)

Contractor and Subcontractor/Vendor waive all rights against (1) each other and any of their vendors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors/vendors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. Subcontractor/Vendor shall require of subcontractor/vendor agents and employees by appropriate contracts, written where legally required for validity, similar waivers in favor of other parties enumerated herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

J. Special Provisions

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

Approval, disapproval or failure to act by the Contractor regarding any insurance supplied by the Subcontractor/Vendor shall not relieve the Subcontractor/Vendor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Subcontractor/Vendor from liability. Contractor shall make no special payments for any insurance that the Subcontractor/Vendor may be required to carry; all are included in the contract price and in the contract unit prices.

The Subcontractor/Vendor shall require all Sub-Subcontractors to procure and maintain all insurance as set forth in this contract.

Insurance Requirements and Compliance Statement

Subcontractor/Vendor hereby confirms that it meets the insurance requirements contained in G.E. Johnson Construction Company, Inc.'s Agreement, including its attachments. Subcontractor/Vendor understands that failure to provide the required coverage may be considered as non-compliance to the Agreement.

Are any of the following restrictive endorsements on this Subcontractor/Vendor's Commercial General Liability or Umbrella policies?

- | | | |
|--|----------|---------|
| • Residential or multi-family exclusion | Yes ____ | No ____ |
| • Subsidence or earth movement exclusion | Yes ____ | No ____ |
| • Exterior insulation and finish system (EIFS) exclusion | Yes ____ | No ____ |
| • Mold or indoor air quality exclusion | Yes ____ | No ____ |
| • Contractual coverage, indemnification and/or hold-harmless exclusion | Yes ____ | No ____ |
| • Damage to work performed by subcontractor exclusion | Yes ____ | No ____ |

Does this Subcontractor/Vendor's policy include the following coverages?

- | | | |
|---|----------|---------|
| • General Contractor and Owner listed as additional insured | Yes ____ | No ____ |
| • Additional insured status for on-going operations
(CG 20 10 04/03, or its equivalent) | Yes ____ | No ____ |
| • Additional insured status for completed operations
(CG 20 37 04/13, or its equivalent) | Yes ____ | No ____ |
| • Does the policy include vicarious liability? | Yes ____ | No ____ |

Does this Subcontractor/Vendor have supplemental coverage for the following exposures?

- | | | |
|---|----------|---------|
| • Mold/Fungus | Yes ____ | No ____ |
| • Low-level radioactive isotopes | Yes ____ | No ____ |
| • EIFS-exterior insulation finish systems | Yes ____ | No ____ |

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

SUBCONTRACTOR/VENDOR

(Affix Seal of Corporation)

BY _____

TITLE _____

COMPANY _____

DATE _____

INSURANCE AGENT

BY _____

TITLE _____

AGENCY _____

PHONE _____

DATE _____